Certified: --

B-26-23

FILED WITH THE NASSAU COUNTY
CLERK OF THE LEGISLATURE NOVEMBER 2ND, 2023
9:09 AM

NIFS ID: CLPW23000019

Capital:

Contract ID #: CHPW20000023

NIFS Entry Date: 09/29/2023

Department: Public Works

Service: Amendment #1-Traffic Signal Maintenance Contract-T62250-05M-B26-23

Term: No change in term. Amendment for funds only.

Contract Delayed:

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Welsbach Electric Corp. of L.I.**	ID#:**112354251**
Main Address: **300 Newtown Rd Plainview, NY 11803**	
Main Contact: **Darlene Kummer**	
Main Phone: **(516) 454-0023**	

Department:
Contact Name: **Michael Kurpisz**
Address: **NCDPW** **1194 Prospect Ave.** **Suite 183** **Westbury NY 11590**
Phone: **(516) 572-0465**
Email: **mkurpisz@nassaucountyny.gov,EKobel@nassaucountyny.gov,LDionisio@nassaucountyny.gov,cpetrucci@nassaucountyny.gov**

Contract Summary

Purpose: This is Amendment #1 for the maintenance, repair, and modifications to traffic signals, street lights, and other devices under original Contract T62250-05M. The intent of the amendment is to increase the the contract cap by $3,400,000.00.
Method of Procurement: The Contractor was previously selected through a formal bid process.
Procurement History: The contract was advertised in Newsday, NYS Contract Reporter and in e-Procure on March 25, 2020. The sealed bids were opened on 4/28/2020. Two bids were received, Welsbach Electric Corp. of L.I. was the lowest bidder.
Description of General Provisions: The contract is to maintain, repair, and keep in good working order the County's existing

1600+ traffic signal devices, 650+ street light devices on County properties, 350+ electrically lighted miscellaneous devices, and to install various devices and equipment and perform other related work. Amendment #1 provides for additional funds in the amount of $3,400,000.00. The new Maximum Contract Amount shall not exceed $16,900,000.00.
Impact on Funding / Price Analysis: These dollar amounts were requested in the 2023 budget, and are based upon the County's estimate of the work, and Contractor's estimate, the bid prices, and the past history of previous amounts required to maintain the signal system. The Department of Public Works is requesting to increase the cap of this contract by $3,400,000.00 to be funded from the Operating budget.
Change in Contract from Prior Procurement: Additional funds to be added increasing the contract cap. No change in term.
Recommendation: Approve as submitted.

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	01	0150	DE	PWGEN0150	DE523	PWGEN0150 DE523	13	$3,400,000.00
						TOTAL		**$3,400,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$3,400,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$3,400,000.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	10/04/2023 01:47PM	Approved
NIFS Final Approval	Chris Yansick	10/04/2023 04:42PM	Approved
Final Approval	Chris Yansick	10/04/2023 04:42PM	Approved
County Attorney			
Approval as to Form	Richard Soleymanzadeh	10/06/2023 02:51PM	Approved
RE & Insurance Verification	Andrew Amato	10/05/2023 08:46AM	Approved
NIFS Approval	Mary Nori	10/12/2023 05:14PM	Approved
Final Approval	Mary Nori	10/12/2023 05:14PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	10/05/2023 09:56AM	Approved
NIFA Approval	Irfan Qureshi	10/11/2023 02:20PM	Approved
Final Approval	Irfan Qureshi	10/11/2023 02:20PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	10/13/2023 10:25AM	Approved
DCE Compliance Approval	Robert Cleary	10/18/2023 05:37PM	Approved
Vertical DCE Approval	Arthur Walsh	11/02/2023 06:35AM	Approved
Final Approval	Arthur Walsh	11/02/2023 06:35AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	11/02/2023 07:21AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

B26-23

RULES RESOLUTION NO. -2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I.

WHEREAS, pursuant to County Contract number T62250-05M, for NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE, NASSAU COUNTY, NEW YORK ("Contract") between the County and

WELSBACH ELECTRIC CORP. OF L.I. ("Contractor"), the Contractor performed services as more particularly described in the Contract documents a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Original Contract by $ 3,400,000.00, such that the total Maximum Amount the County shall pay the Contractor shall not exceed $ 16,900,000.00 (the "Amended Maximum Amount), and

WHEREAS the funding for this Contract amendment is from funds approved by the Nassau County Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature based upon the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract amendment with the vendor.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) **Welsbach Electric Corp. of Long Island**., having its principal office at 300 Newtown Rd., Plainview N.Y. 11803 (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number T62250-05M between the County and the Firm, executed on behalf of the County on December 1, 2020 (the "Original Agreement"), the Firm performed certain services for the County in connection with Traffic Signal Maintenance for all Nassau County owned electrically/electronically operated signal equipment, miscellaneous devices, and street lighting equipment, in various hamlets and towns, for the Nassau County Department of Public Works, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2021, through December 31, 2022 (the "Original Term") and then extended one year more up to December 31, 2023.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Thirteen Million Five Hundred Thousand Dollars ($13,500,000.00) (as per the approved Legislative Resolution).

WHEREAS, the County and the Firm desire to increase the Maximum Amount,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Payment. The overall contract amount as set by the approved Legislative Resolution, shall be increased by Three Million Four Hundred Thousand Dollars ($3,400,00.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Sixteen Million Nine Hundred Thousand Dollars **($16,900,000.00)** (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

Full Force and Effect. All other conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Welsbach Electric Corp. of Long Island
By:_____
Name: Darlene Kummer
Title: Vice President of Transportation
Date: August 31, 2023

NASSAU COUNTY

By:_____
Name:_____
Title: County Executive
Deputy County Executive
Date:_____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31st day of August in the year 2023 before me personally came Darlene Kummer to me personally known, who, being by me duly sworn, did depose and say that ~~he or~~ she resides in the County of [redacted]; that ~~he or~~ she is the Vice President of Transportation of Welsbach Electric Corp. of L.I., the corporation described herein and which executed the above instrument; and that ~~he or~~ she signed ~~his or~~ her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DAWN E. UCHACZ
Notary Public, State of New York
No. 01UC6047887
Qualified in Suffolk County
Commission Expires September 18, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2023 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Signature

Darlene Kummer, Vice Presidernt of Transportation

Printed Name and Title

October 3, 2023

Date

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Welsbach Electric Corp. of L.I.

2. Amount requiring NIFA approval: $3,400,000.00

Amount to be encumbered: $3,400,000.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to No change in term. Amendment for funds only.
Has work or services on this contract commenced? Yes

If yes, please explain: This is a continuous maintenance contract for traffic signal controls.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Encumbrance is to supply funding for the maintenance, repair, and modifications to traffic signals, street lights, and other devices under Contract T62250-05M. This amount is needed to pay anticipated vendors claims for 2023 and is a partial amount.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI	10/11/2023
Authenticated User	***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User	***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User	***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Welsbach Electric Corp. of L.I.

CONTRACTOR ADDRESS: 300 Newtown Rd,Plainview,New York,11803

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on December 1, 2020 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFBC was issued for the best qualified firms, to provide routine maintenance, modification, and support of the County's approximately 1600 traffic signal intersections and 350+ miscellaneous devices, 600+ street light devices and related equipment. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☑ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☑ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Rosseann Dalleva

Department Head Signature

09-14-23

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: August 16, 2023

SUBJECT: Contracts Nos: T62017-09E - Traffic Signal Requirements
T62250-06M -Traffic Signal Maintenance
T620000-07E - Signal Systems Operations Phase 6-PIN:0761.26
T62250-05M- Traffic Signal Maintenance -Amendment 1
Welsbach Electric Corp. of L. I.
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast,* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under

consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Affiliate Adverse Information

There is no adverse information regarding the Vendor. Vendor reports adverse information regarding affiliated entities owned by a common publicly traded parent corporation, Emcor. None of the Vendor Principals are owners or involved in the operation of the affiliated entities. None of the Vendor Principals or employees were involved in the incidents that are reported as adverse information. None of the affiliated entities will be performing any work on the County contracts.

Vendor has been successfully performing County contract work for decades. Accordingly, based on an application of the law and the policy, incidents reported regarding none performing affiliates do not warrant a determination that the vendor is a nonresponsible vendor. In the past, the Department has been satisfied with the safety measures implemented by the Vendor on a prior County construction project, and the work performed by the Vendor, and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contracts T62017-09E, T62250-06M, T62000-07E, and T62250-05M- Traffic signal Maintenance -Amendment 1.

Jane M Houdek

Jane Houdek
Attorney for DPW

JH:pl

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Darlene Kummer state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Darlene Kummer

Vendor's Address: 300 Newtown Rd Plainview NY US 11803

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 08/02/2023 10:50:42 am

Lobbyist Registration and Disclosure Form: 08/02/2023 10:51:35 am

Business History Form certified: 08/14/2023 05:16:20 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 08/01/2023 04:55:57 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Kevin Gmelin [KEVIN_GMELIN@EMCORGROUP.COM]
Date Certified	08/07/2023 12:25:02 pm

Principal Name	Darlene Kummer [DKUMMER@EMCOR.NET]
Date Certified	06/21/2023 02:15:57 pm

Principal Name	Timothy P. Miller [TPMILLER@EMCOR.NET]
Date Certified	06/22/2023 09:40:16 am

Principal Name	Dan Piquette [DAN_PIQUETTE@EMCORGROUP.COM]
Date Certified	06/22/2023 09:56:53 am

Principal Name	Michele L Valenti [MVALENTI@EMCOR.NET]
Date Certified	06/21/2023 03:57:32 pm

I, Darlene Kummer hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Darlene Kummer DKUMMER@EMCOR.NET

Name

Vice President of Transportation

Title

Welsbach Electric Corp. of L.I.

Name of Submitting Entity

09/05/2023 10:54:18 pm

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Darlene Kummer [DKUMMER@EMCOR.NET]

Dated: 08/02/2023 10:50:42 am

Vendor: Welsbach Electric Corp. of L.I.

Title: VP of Transportation

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Daniel T. Piquette
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 300 Newtown Rd
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country US
Telephone: 5164540023

Other present address(es): 300 Newtown Rd
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country: US
Telephone: 5164540023

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/15/2022		
(Other)			

Type Other
Description Asst. Vice President
Start Date 05/20/2015

Type Other
Description Asst. Secretary
Start Date 01/15/2022

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Dan Piquette , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dan Piquette , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dan Piquette DAN_PIQUETTE@EMCORGROUP.COM

Vice President of Industrial/Commercial

Title

06/22/2023 09:56:53 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Darlene Kummer
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 300 Newtown Road
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country US
Telephone: 5164540023

Other present address(es): 300 Newtown Rd
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country: US
Telephone: 5164540023

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/15/2022		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Darlene Kummer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Darlene Kummer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Darlene Kummer DKUMMER@EMCOR.NET

Vice President of Transportation

Title

06/21/2023 02:15:57 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Kevin Gmelin
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 300 Newtown Rd
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country US
Telephone: 5164540023

Other present address(es): 300 Newtown Rd
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country: US
Telephone: 5164540023

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Asst. Vice President
Start Date 09/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
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   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
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10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kevin Gmelin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kevin Gmelin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kevin Gmelin KEVIN_GMELIN@EMCORGROUP.COM

Asst. Vice President

Title

08/07/2023 12:25:02 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: Michele L Valenti
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 300 Newtown Road
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country US
Telephone: 516-454-0023

Other present address(es): 300 Newtown Rd
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country: US
Telephone: 5164540023

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	01/15/2022
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	01/15/2022
Chief Financial Officer		Partner	
Vice President	01/15/2022		
(Other)			

Type Other
Description Asst. Secretary / Asst. Treasurer
Start Date 06/01/2002

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Michele L Valenti , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michele L Valenti , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michele L Valenti MVALENTI@EMCOR.NET

Vice President of Finance / Secretary / Treasurer / Controller

Title

06/21/2023 03:57:32 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Timothy P. Miller
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 300 Newtown Road
   City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
   Country US
   Telephone: 516 454-0023

   Other present address(es): 300 Newtown Rd
   City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
   Country: US
   Telephone: 5164540023

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	10/01/2021	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	10/01/2021	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

President/CEO Welsbach Electric Corp.-Retired 4/1/23
[redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Timothy P. Miller , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Timothy P. Miller , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Timothy P. Miller TPMILLER@EMCOR.NET

President/C.E.O.

Title

06/22/2023 09:40:16 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 08/14/2023

1) Proposer's Legal Name: Welsbach Electric Corp. of L.I.

2) Address of Place of Business: 300 Newtown Rd

City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? R If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?

YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Welsbach Electric Corp. of L.I. is indirectly owned by Emcor Group, Inc. and wholly owned by its significant subsidiary, Emcor Mechanical/Electrical Services East, Inc. (See Emcor Group 2022 Annual Report attached. Welsbach Electric Corp. of L.I. is the only subsidiary of Emcor Mechanical/Elecrical Services East, Inc. to be performing work on any NC-DPW contract executed in it's name. (See list of Emcor Mechanical/Electrical Services East, Inc. affiliates in Attachment 1)

2 File(s) uploaded: Attachment 1, EMCOR East Affliates.pdf, EME_AR-10K_2022.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attachment of affiliate(s) schedule of circumstances and corrective actions by various governmental agencies. Welsbach Electric Corp. of L.I. has not been under investigation. Except for common ownership by the same parent company, there is no relationship between Welsbach Electric Corp. of L.I. and these affiliates including no common facilities or operations.

1 File(s) uploaded: Business History Form, Question 13 Support, 22.08.23.pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during

such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

It is Welsbach Electric Corp. of L.I.'s policy that should any actual or potential conflict of interest be suspected, management is to be notified immediately. At such time, all parties would be notified and actions pursued to resolve said conflict.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

11/14/1955

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None. Emcor Group, Inc. is a publicly traded company on the Stock Exchange under symbol EME. No individual shareholder retains 10% or more of available stocks. According to the latest NASDAQ summary (available daily at NASDAQ.com), almost 95% of all available shares are retained by institutional investment firms. Leaving approximately 5% to all remaining individual shareholders. All mandated SEC filings reflecting such, and as referenced in the attached 2022 10K under Question 9, are available at any of the following websites: NASDAQ.com, SEC.gov or EmcorGroup.com.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Timothy P. Miller, President / C.E.O. [redacted]
Michele Valenti, VP of Finance / Secretary / Treasurer / Controller [redacted]
Daniel T. Piquette, VP of Industrial Commercial / Asst. Secretary [redacted]
Darlene Kummer, VP of Transportation [redacted]
Kevin Gmelin, Asst. Vice President, [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

50

vi) Annual revenue of firm;

18000000

vii) Summary of relevant accomplishments

Largest traffic and street lighting contractor on Long Island. Public safety is our priority.

viii) Copies of all state and local licenses and permits.

3 File(s) uploaded: Hempstead Tri-Town Exp 12.31.23.pdf, North Hempstead Exp. 12-31-24.pdf, Oyster Bay Exp 12.31.23.pdf

B. Indicate number of years in business.

68

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Current Traffic Signal Maintenance contractor, current Traffic Signal Operations contractor and current Traffic Signal Requirements contractor.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	New York State D.O.T.		
Contact Person	Andrew Mareska		
Address	140 Nikon Court		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 904-3010		
Fax #			
E-Mail Address	AMareska@Dot.State.NY.gov		

Company	GPI		
Contact Person	Sheila Dukacz		
Address	325 West Main Street		
City	Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 761-7245		
Fax #			
E-Mail Address	SDukacz@GPINet.com		

Company	Town of Huntington		
Contact Person	Brad Kusko		
Address	100 Main Street		
City	Huntington	State/Province/Territory	NY
Country	US		
Telephone	(631) 351-3053		
Fax #			
E-Mail Address	BKusko@HuntingtonNY.gov		

I, Darlene Kummer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Darlene Kummer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Name of submitting business: Welsbach Electric Corp. of L.I.

Electronically signed and certified at the date and time indicated by:
Darlene Kummer DKUMMER@EMCOR.NET

Vice President of Transportation
Title

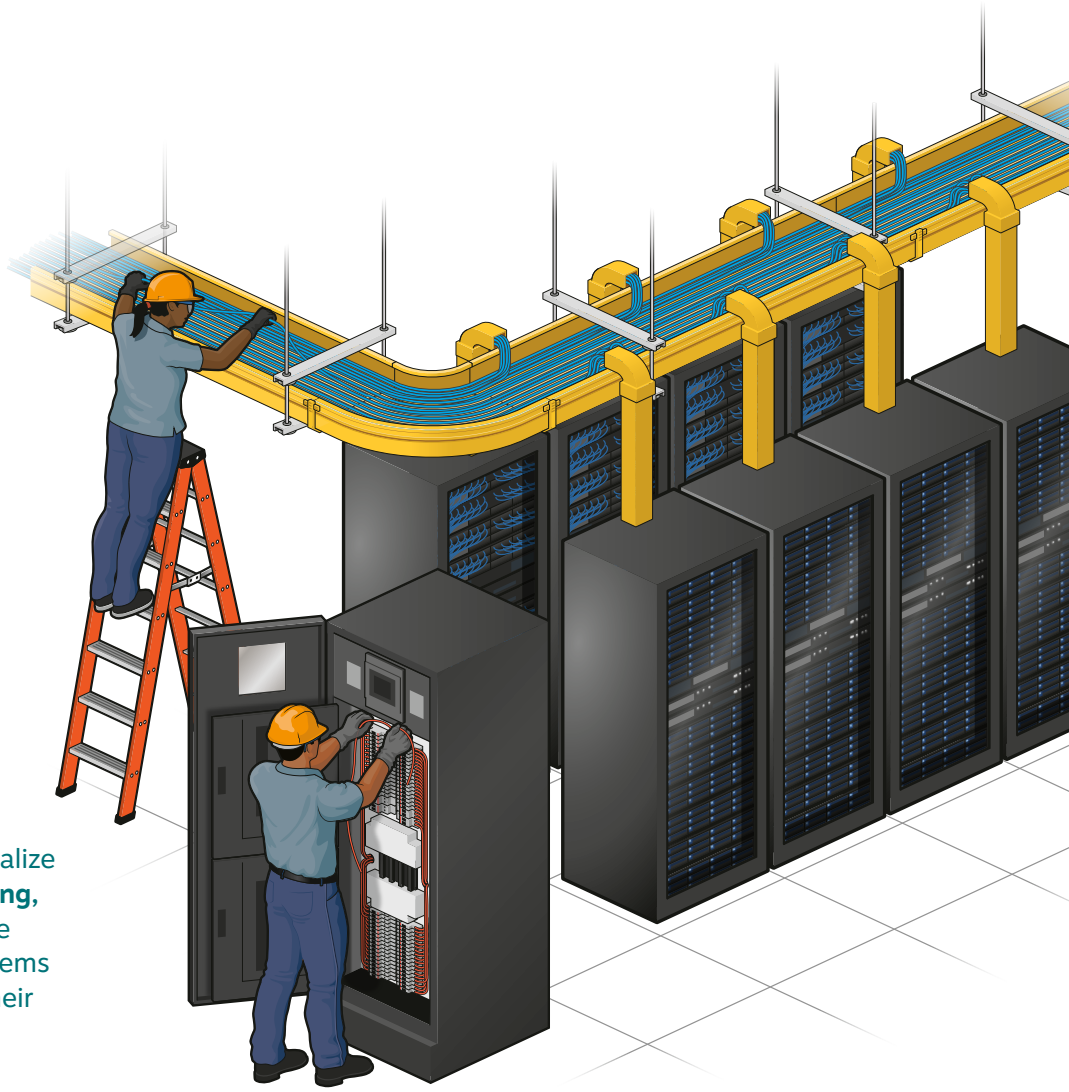
08/14/2023 05:16:20 pm
Date

EMCOR GROUP, INC.
2022 ANNUAL REPORT

EMCOR companies.
Prepared for *what's next.*

EMCOR

What's next could be a hyperscale data center. Or a next-gen plant manufacturing EV batteries, semiconductors or the next big biotech breakthrough. **EMCOR companies have the collective skills and experience to make facility environments — and a thriving future — possible.**



EMCOR Group companies specialize in **designing, installing, operating, maintaining,** and **protecting** the sophisticated and dynamic systems that our customers rely on in their work environments.

FINANCIAL HIGHLIGHTS

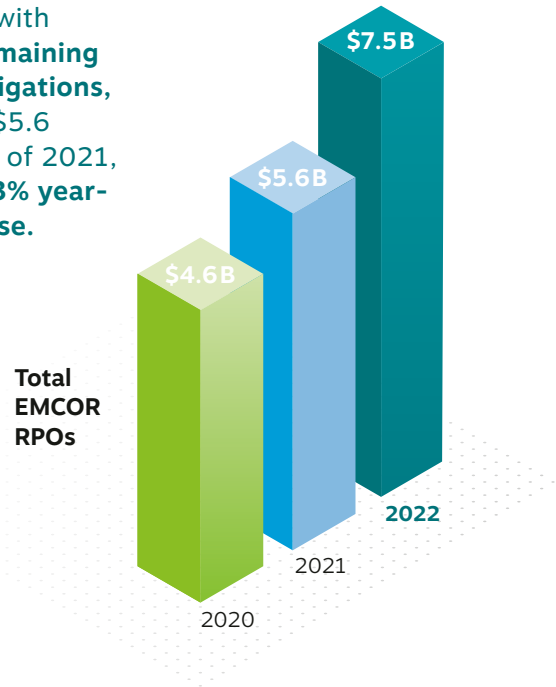
in thousands of dollars, except per share data	**2022**	2021	2020	2019	2018
Revenues	**$11,076,120**	$9,903,580	$8,797,061	$9,174,611	$8,130,631
Gross profit	**$1,603,594**	$1,501,737	$1,395,382	$1,355,868	$1,205,453
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	**—**	—	$232,750	—	$907
Operating income	**$564,877**	$530,800	$256,834	$460,892	$403,083
Net income attributable to EMCOR Group, Inc.	**$406,122**	$383,532	$132,943	$325,140	$283,531
Diluted earnings per share from continuing operations	**$8.10**	$7.06	$2.40	$5.75	$4.89
Equity	**$1,974,291**	$2,253,089	$2,053,244	$2,057,780	$1,741,441

From Our CEO

2022 was an exceptional year for EMCOR despite a very challenging operating environment. Our success was driven by our hard-working employees who delivered for our customers, by our agile leadership team, and by our strong EMCOR Values of **Mission *First*, People *Always*.** This values-based culture underpins our long-term success and serves as the foundation for our decision-making and resource deployment.

We work in exciting and growing markets where our skills and operational excellence are valued. We have proven the ability over a long period of time to attract, retain and develop one of the best trade workforces in our industry. Further, one of our strengths is the flexibility to adapt and pivot to growing end markets that require technically advanced services or construction solutions.

We exited 2022 with **$7.5 billion in remaining performance obligations, or RPOs,** versus $5.6 billion at the end of 2021, representing **a 33% year-over-year increase.**



In 2022, we performed well in markets that are driving today's economy, from high-tech manufacturing, with a focus on semiconductors, to hyperscale data centers and large distribution facilities, as well as key aspects of the energy transition, from electric vehicle and battery manufacturing plants to industrial scale charging stations.

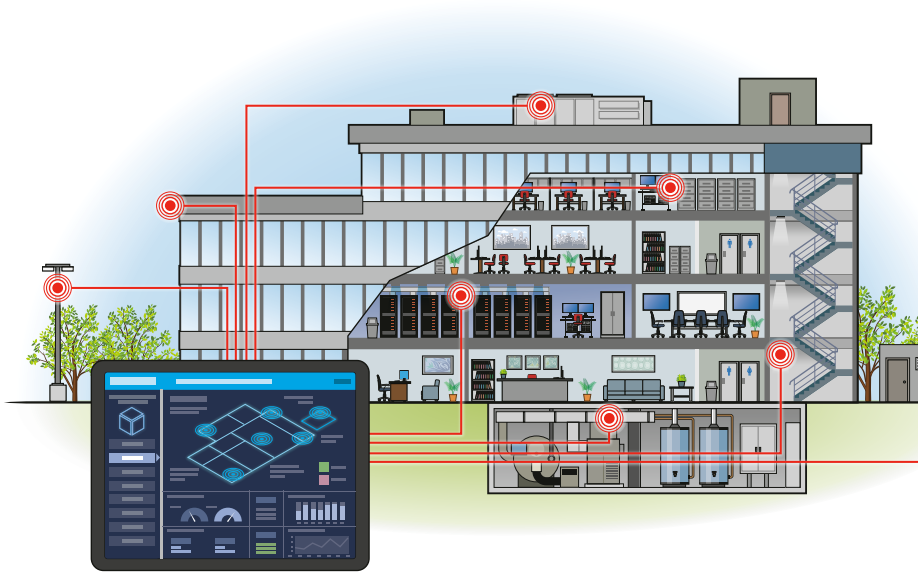
To provide a few key highlights, in 2022 EMCOR:

- Generated revenues of $11.1 billion, reflecting 11.8% revenue growth and 10.3% organic revenue growth.
- Executed well with a 5.1% operating income margin and generated exceptional operating cash flow of $498 million, making our cash flow conversion best-in-class.
- Maintained strong SG&A leverage at 9.4% of revenues.
- Delivered record diluted earnings per share of $8.10.
- Returned a record $688 million of cash to our shareholders through a combination of share repurchases and dividends.

Throughout 2022, we also benefitted from water and wastewater, healthcare, and pharma and bio-life sciences projects. We continue to enhance and invest in our capabilities in BIM (Building Information Modeling) and prefabrication, which are intended to allow us to plan more efficiently and deliver our services to our customers in a more productive, higher quality and safer manner.

As a Gold Member of the Green Building Council, our hundreds of LEED certified engineers and project managers work with our customers to help them achieve sustainability goals and reduce energy costs. Through our retrofit work, we improve the energy efficiency and indoor air quality of our customers' facilities by replacing inefficient equipment, optimizing building controls, and commissioning new systems. This also means that as our customers face supply chain challenges, our repair services allow them to extend equipment life. We work across the energy supply chain—from traditional sources to our work in alternative energy solutions, including solar, wind, fuel cell, landfill gas and biofuels.

We exited 2022 with $7.5 billion in remaining performance obligations, or RPOs, versus $5.6 billion at the end of 2021, representing a 33% year-over-year increase. Our largest growth in RPOs was in the commercial market sector, including data center work and high-tech manufacturing projects, such as EV and battery plants, semiconductor factories, and biotech and life-sciences facilities. Our commercial work also includes many energy efficiency projects designed to reduce energy usage and improve the cost position of our customers' facilities. These projects are not only exciting for EMCOR, but also are strategically important for our country. With the best people on the ground to serve these important end markets, we are confident in our ability to deliver now and well into the future.



Our hundreds of **LEED certified engineers** and **project managers** work with our customers to help them achieve sustainability goals and reduce energy costs.

Our balance sheet remains strong and liquid, and our customers expect this financial strength and flexibility. We will continue to support a long-term disciplined capital allocation strategy that is balanced across organic growth, acquisitions, and the return of cash to our shareholders through dividends and share repurchases.

Thank you for your support and interest in EMCOR. We look to the future with confidence, optimism, and as always, a focus on delivering strong results.

Anthony J. Guzzi
Chairman, President and Chief Executive Officer

mission *first* people *always*

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2022

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 1-8267

EMCOR Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**11-2125338**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
301 Merritt Seven Norwalk, Connecticut	**06851-1092**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 849-7800

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock	**EME**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated Filer	☐	Non-accelerated Filer	☐	Smaller Reporting Company	☐	Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the registrant was approximately $3,258,000,000 as of the last business day of the registrant's most recently completed second fiscal quarter, based upon the closing sale price on the New York Stock Exchange reported for such date. Shares of common stock held by each executive officer and director and by each person who owns 5% or more of the outstanding common stock (based solely on filings of such 5% holders) have been excluded from such calculation as such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Number of shares of the registrant's common stock outstanding as of the close of business on February 17, 2023: 47,687,820 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Part III. Portions of the definitive proxy statement for the 2023 Annual Meeting of Stockholders, which document will be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates, are incorporated by reference into Items 10 through 14 of Part III of this Form 10-K.

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FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They generally contain words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "may," "can," "could," "might," variations of such wording and other words or phrases of similar meaning. Forward-looking statements in this report include discussions of our future operating or financial performance and other forward-looking commentary regarding aspects of our business, including market share growth, gross profit, remaining performance obligations, project mix, projects with varying profit margins, selling, general and administrative expenses, our ability to maintain a strong safety record, and trends in our business, and other characterizations of future events or circumstances, such as the effects of the COVID-19 pandemic and supply chain disruptions and delays. Each forward-looking statement included in this report is subject to risks and uncertainties, including those identified in the "Risk Factors" section, the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section, and other sections of this report. Applicable risks and uncertainties include, but are not limited to:

- adverse effects of general economic conditions;
- changes in interest rates;
- domestic and international political developments;
- changes in the specific markets for EMCOR's services;
- adverse business conditions, including scarcity of skilled labor, productivity challenges, the nature and extent of supply chain disruptions impacting availability and pricing of materials, and inflationary trends more generally, including fluctuations in energy costs;
- the impact of legislation and/or government regulations;
- the availability of adequate levels of surety bonding;
- increased competition;
- unfavorable developments in the mix of our business;
- the continuing impact of the COVID-19 pandemic, including the nature, extent, and impact of future variant surges, as well as other health emergencies, and government orders and mandates related thereto, on our revenue and operations; and
- other factors discussed elsewhere in this report.

Such risks and uncertainties could cause actual results to differ materially from those that might be anticipated from, or projected or implied by, our forward-looking statements. Accordingly, these statements do not guarantee future performance or events. The forward-looking statements contained in this report speak only as of the filing date of this report. We undertake no obligation to update any forward-looking statements unless required by law. However, any further disclosures made on related subjects in our subsequent reports filed with the Securities and Exchange Commission (the "SEC") should be consulted. We caution investors not to place undue reliance on forward-looking statements, due to their inherent uncertainty.

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PART I

ITEM 1. BUSINESS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

Overview

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. In 2022, we had revenues of approximately $11.1 billion. Our services are provided to a broad range of commercial, industrial, healthcare, utility, and institutional customers through approximately 100 operating subsidiaries, which specialize principally in providing construction services relating to electrical and mechanical systems in all types of facilities and in providing various services relating to the operation, maintenance, and management of those facilities. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services
- United States mechanical construction and facilities services
- United States building services
- United States industrial services
- United Kingdom building services

Our operating subsidiaries offer comprehensive and diverse solutions on a broad scale and have many long-standing customer relationships. We provide construction services and building services directly to corporations, municipalities and federal and state governmental entities, owners/developers, and tenants of buildings. We also provide our construction services indirectly by acting as a subcontractor to general contractors, systems suppliers, construction managers, developers, property managers, and other subcontractors. Our industrial services are generally provided directly to refineries and petrochemical plants.

Our revenues are derived from many different customers in numerous industries, which have operations in several different geographical areas. Of our 2022 revenues, approximately 96% were generated in the United States and approximately 4% were generated in foreign countries, substantially all in the United Kingdom. In 2022, approximately 61% of our revenues were derived from our construction operations, approximately 29% of our revenues were derived from our building services operations and approximately 10% of our revenues were derived from our industrial services operations. For additional information regarding our revenues, see Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

We believe that our range of service offerings, technical capability, skilled workforce, and strong project execution, along with our safety culture and financial resources, differentiate us from our competition and position us to benefit from future capital and maintenance spending by our customers. Our strategies of expanding our portfolio of service offerings for existing and potential customers and increasing or enhancing our presence in core end markets and geographies, along with our commitment to industry-leading best practices and technological and training capabilities, place us in the position to capitalize on opportunities and trends in the industries we serve and continue to grow our business.

Increasingly, our services are focused on delivering sustainable energy solutions, enhancements in energy efficiency, reductions in waste and emissions, and improvements in the safety and comfort of our customers' facilities, as discussed in further detail below.

The broad scope of our operations is more particularly described below. For detailed segment financial information refer to Note 18 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Our executive offices are located at 301 Merritt Seven, Norwalk, Connecticut 06851-1092, and our telephone number at those offices is (203) 849-7800.

Operations

United States electrical and mechanical construction and facilities services operations:

Our electrical and mechanical construction services primarily involve the design, integration, installation, start-up, operation and maintenance, and provision of services relating to:

- Systems for electrical power transmission, distribution, and generation, including power cables, conduits, distribution panels, transformers, generators, uninterruptible power supply systems, and related switch gear and controls;
- Sustainable energy solutions such as solar, photovoltaic, and wind, as well as the installation of electric vehicle charging stations;
- Premises electrical and lighting systems, including fixtures and controls;
- Process instrumentation in the refining, chemical processing, and food processing industries;
- Low-voltage systems, such as fire alarm, security, and process control systems;
- Voice and data communications, including fiber optic and low voltage cabling, distributed antenna systems, audiovisual systems, and wireless access points;
- Roadway and transit lighting and signaling and fiber optic lines;
- Computerized traffic control systems, and signal and communication equipment for mass transit systems;
- Heating, ventilation, air conditioning, and refrigeration, including both traditional mechanical systems as well as geothermal solutions;
- Clean-room process ventilation systems;
- Fire protection and suppression systems;
- Plumbing, process and high-purity piping systems;
- Controls and filtration systems;
- Water and wastewater treatment systems;
- Central plant heating and cooling systems, including manufacturing and installing sheet metal air handling systems;
- Crane and rigging services;
- Millwright services; and
- Steel fabrication, erection, and welding services.

The electrical and mechanical construction services industry has experienced growth due principally to the increased content, complexity, and sophistication of electrical and mechanical systems resulting, in part, from growth in digital processing, cloud computing, and data storage. In addition, facilities of all types require extensive electrical distribution systems, sophisticated power supplies, networks of low-voltage and fiber-optic communications cabling, and various mechanical, plumbing, and fire protection and suppression systems. Moreover, the need for substantial environmental controls within a building, due to the heightened need to maintain extensive computer systems at optimal temperatures, and the demand for increased energy efficiency, have continued to expand opportunities for our electrical and mechanical services businesses. The demand for these services is typically driven by non-residential construction and renovation activity and, in recent years, has benefited from the re-shoring of the supply chain, the need for additional high-tech manufacturing facilities, and the energy transition/expansion throughout the United States.

Our electrical and mechanical construction services generally fall into one of three categories: (a) large installation projects, with contracts often in the multi-million dollar range, that involve: (i) the construction of manufacturing facilities, data centers, warehousing and distribution facilities, and commercial buildings, (ii) institutional and public works projects, or (iii) the fit-out of large blocks of space within commercial or mixed-use buildings, (b) large and medium sized capital and maintenance projects for commercial, manufacturing, pharmaceutical, healthcare, oil and gas, and industrial clients, and (c) smaller installation projects, of a short duration, typically involving fit-out, renovation, and retrofit work.

Our United States electrical and mechanical construction operations accounted for approximately 61% of our 2022 total revenues. Of such revenues, approximately 36% were generated by our electrical construction operations and approximately 64% were generated by our mechanical construction operations.

Our largest projects typically include those: (a) for commercial purposes (such as office buildings, data centers, convention centers, sports stadiums, and shopping malls); (b) for high-tech manufacturing purposes (such as semiconductor, biotech, life-sciences, and pharmaceutical facilities); (c) for traditional manufacturing and industrial purposes (such as steel, pulp and paper mills, food processing and automotive manufacturing facilities, power generation (including sustainable energy solutions such as solar and wind), oil and gas refineries, and chemical processing plants); (d) for transportation purposes (such as highways, bridges, airports, and transit systems); (e) for institutional purposes (such as educational and correctional facilities and research laboratories); (f) for healthcare purposes (such as hospitals, surgical centers, rehabilitation and nursing facilities, and medical offices); (g) for water and wastewater purposes; and (h) for hospitality purposes (such as resorts, hotels, and gaming facilities). Our largest projects, which typically range in size from $10 million up to and occasionally exceeding $200 million, represented approximately 40% of our electrical and mechanical construction services revenues in 2022. These projects often involve new construction and a combination of design, installation, and start-up services. Depending on the size and complexity of these projects, they may span multiple years and typically require significant technical and management skills and the financial strength to obtain performance bonds, which are often a condition to bidding for and winning these projects.

Our projects of less than $10 million accounted for approximately 60% of our electrical and mechanical construction services revenues in 2022. These projects are typically completed in less than one year. They usually involve electrical and mechanical construction services when an end-user or owner undertakes construction or modification of a facility to accommodate a specific use, upgrade or replace aging systems, or increase energy efficiency. These projects frequently require electrical and mechanical systems to meet special needs such as critical systems power supply, fire protection systems, special environmental controls and high-purity air systems, sophisticated electrical and mechanical systems for data centers, new production lines in manufacturing plants, and office arrangements in existing office buildings. They are not usually dependent upon the new construction market. Demand for these projects and types of services is often prompted by the expiration of leases, changes in technology, the demand for more energy efficient systems, or changes in the customer's plant or office layout in the normal course of a customer's business.

United States and United Kingdom building services operations:

Our building services include:

- Mobile mechanical maintenance and services for mechanical, electrical, plumbing, fire safety, and building automation systems;
- Modification and retrofit projects;
- Program development, management, and maintenance for energy systems, including LEED and other sustainable solutions to assist our customers in reducing energy consumption;
- Technical consulting and diagnostic services;
- Services aimed at improving indoor air quality;
- Installation and support for building systems;
- Commercial and government site-based operations and maintenance;
- Facility management, maintenance, and services;
- Floor care and janitorial services, including enhanced cleaning and sanitization services;
- Landscaping, lot sweeping, and snow removal;
- Other building services, including reception, security, and catering services;
- Vendor management and call center services;
- Military base operations support services; and
- Infrastructure and building projects for federal, state, and local governmental agencies.

While not all of the above services are performed in both countries, we provide building services throughout the United States and United Kingdom. Our building services operations have built upon our traditional electrical and mechanical construction operations and our client relationships to expand the scope of services being offered and to develop packages of services for customers on a local, regional, and national basis.

Our building services operations, which generated approximately 29% of our 2022 total revenues, provide services to owners, operators, tenants, and managers of all types of facilities both on a contractual basis for a specified period of time and on an individual task order basis. Of our building services revenues for 2022, approximately 85% were generated in the United States and approximately 15% were generated in the United Kingdom.

Demand for our building services is often driven by customers' decisions to focus on their core competencies, customers' programs to reduce costs, the increasing technical complexity of customers' facilities, including their mechanical, electrical, building automation, voice and data, and other systems, and the need for increased reliability, energy efficiency, and air filtration and sanitization. These trends have led to outsourcing and privatization programs whereby customers in both the private and public sectors seek to contract out those activities that support, but are not directly associated with, the customer's core business. Clients of our building services business include federal and state governments, institutional organizations, utilities, healthcare providers, and major corporations engaged in information technology, telecommunications, pharmaceuticals, financial services, and manufacturing, as well as large retailers and other businesses with geographically dispersed locations.

We provide building services at a number of prominent buildings in the United States, including those that house the National Archives and Records Administration, the Federal Deposit Insurance Corporation, the Government Accountability Office, and the Department of Health and Human Services, as well as other government facilities, including the NASA Jet Propulsion Laboratory. We also provide building services, as a prime contractor or a subcontractor, to U.S. military bases, including the Defense Intelligence Agency located on Joint Base Anacostia-Bolling, and are involved in a joint venture providing building services to NASA's Armstrong Flight Research Center. The agreements pursuant to which this division provides services to the federal government are frequently for a base period and a number of option years exercisable at the sole discretion of the government, are often subject to renegotiation by the government in terms of scope of services, and are subject to termination by the government prior to the expiration of the applicable term.

United States industrial services operations:

Our industrial services are primarily provided to customers within the oil, gas, and petrochemical industries and consist of:

- Refinery turnaround planning and engineering services;
- Specialty welding services;
- Overhaul and maintenance of critical process units in refineries and petrochemical plants;
- Specialty technical services for refineries and petrochemical plants;
- Instrumentation and electrical services for energy infrastructure;
- On-site repairs, maintenance, and service of heat exchangers, towers, vessels, and piping;
- Design, manufacturing, repair, and hydro blast cleaning of shell and tube heat exchangers and related equipment; and
- Renewable energy services, including large scale solar projects, energy storage, and waste to biogas solutions.

Our industrial services business, which generated approximately 10% of our 2022 total revenues, is a recognized leader in the refinery turnaround market and has a presence in the petrochemical market. Demand for these services is highly dependent on the strength of the oil and gas and related industrial markets. Our industrial services operations perform turnaround and maintenance services for critical units of refineries and petrochemical plants to upgrade, repair, and maintain them. Such services include: (a) engineering and planning in advance of complex refinery turnarounds; (b) overhaul and maintenance of critical process units (including hydrofluoric alkylation units, fluid catalytic cracking units, coking units, heaters, heat exchangers, and related mechanical equipment) during refinery and petrochemical plant shut downs; (c) replacement and new construction capital projects for refineries and petrochemical plants; (d) instrumentation and electrical services for energy infrastructure; and (e) other related specialty services such as: (i) welding (including pipe welding) and fabrication; (ii) heater, boiler, and reformer repairs and replacements; converter repair and revamps; and vessel, exchanger and tower services; (iii) tower and column repairs in refineries and petrochemical plants; (iv) installation and repair of refractory materials for critical units in process plants to protect equipment from corrosion, erosion, and extreme temperatures; and (v) acid-proofing services to protect critical components at refineries from chemical exposure. These businesses also design and manufacture highly engineered shell and tube heat exchangers and provide maintenance, repair, and cleaning services for heat exchangers both in the field and at our own shops, including tube and shell repairs, bundle repairs, and extraction services.

In addition to these traditional industrial services, we are working to leverage our expertise in industrial services to construct and maintain carbon capture technologies and renewable energy projects.

Competition

Across our operations, we compete with national, regional, and local companies, many of which are small, owner-operated entities that carry on their businesses in a limited geographic area, as well as with certain foreign companies.

The electrical and mechanical construction services industry is highly fragmented and our competition includes thousands of small companies across the United States. In addition, there are a number of larger public companies focused on providing electrical and/or mechanical construction services, such as APi Group Corporation, Comfort Systems USA, Inc., Dycom Industries, Inc., IES Holdings, Inc., MasTec, Inc., MYR Group, Inc., and Tutor Perini Corporation. A majority of our revenues are derived from projects requiring competitive bids; however, an invitation to bid is often conditioned upon prior experience, technical capability, and financial strength. Competitive factors in the electrical and mechanical construction services business include: (a) the availability of qualified and/or licensed personnel; (b) reputation for integrity and quality; (c) safety record; (d) cost structure and the ability to control project costs; (e) relationships with customers; (f) price; (g) geographic diversity; (h) experience in specialized markets; (i) the ability to obtain surety bonding; and (j) adequate working capital or access to bank credit. We believe our financial position, operating results, access to bank credit and surety bonding, technical expertise, and safety record, among other factors, give us an advantage over many of our competitors. However, relatively few barriers exist to prevent entry into the electrical and mechanical construction services industry.

While the building services industry is also highly fragmented, with most competitors operating in a specific geographic region, a number of large corporations such as Amentum Services, Inc., IAP Worldwide Services, Inc., Fluor Corporation, J&J Worldwide Services, Cushman & Wakefield plc, CBRE Group, Inc., Jones Lang LaSalle Incorporated, Sodexo, Inc., Aramark, and ABM Industries Incorporated are engaged in this field, as are large original equipment manufacturers such as Carrier Global Corporation and Trane Technologies plc. In addition, we compete with several regional firms serving all or portions of the markets we target, such as BrightView Holdings, Inc., Kellermeyer Bergensons Services, LLC, SMS Assist, L.L.C., and Ferrandino & Son, Inc. Our principal competitors in the United Kingdom include CBRE Group, Inc., Bouygues UK Ltd., ISS UK Ltd., and Mitie Group PLC. The key competitive factors in the building services industry include: (a) availability of qualified personnel and managers; (b) service quality and technical expertise; (c) cost structure and the ability to control project costs; (d) price; and (e) geographic diversity. Due to our size, our technical capability and management experience, and our geographic presence, we believe our building services operations are in a strong competitive position. However, there are relatively few barriers to entry into the building services industry.

The market for providing industrial services includes large national providers, as well as numerous regional companies. In the manufacture of heat exchangers, we compete with both U.S. and foreign manufacturers. Competitors within this industry include JVIC Catalyst Services, Universal Plant Services, Inc., Turner Industries Group, LLC, Team, Inc., Cust-O-Fab, Inc., Dunn Heat Exchangers, Inc., and Wyatt Field Service Company, LLC, among others. The key competitive factors in the industrial services market consist of: (a) availability of skilled workforce; (b) technical expertise; (c) service, quality, and ability to respond quickly; (d) price; and (e) safety record. Due to our technical capabilities, skilled workforce, and safety record, we believe that we are in a strong competitive position in the industrial services markets that we serve. Because of the complex tasks associated with turnaround projects, and the precision and cost investment required in manufacturing heat exchangers, we believe that the barriers to entry in this business are significant.

Human Capital

At December 31, 2022, we employed approximately 35,500 people, approximately 32,000 of whom were located within the United States and approximately 3,500 of whom were located in the United Kingdom.

Based on the most recent information available from our latest filing with the U.S. Equal Employment Opportunity Commission, the gender demographic of our U.S. employees was 90% male and 10% female. Additionally, based on such information, our U.S. employees had the following race and ethnicity demographics:

Employee Demographic	**% of Total**
White	69 %
Hispanic / Latinx	18 %
Black / African American	8 %
Asian	2 %
Multiracial, Native American, Native Hawaiian, and Pacific Islander	3 %

Approximately 60% of our employees are represented by various unions pursuant to approximately 450 collective bargaining agreements between our individual subsidiaries or trade associations and local unions, as well as two collective bargaining agreements that are national or regional in scope. We believe that our relations with our labor unions are generally positive.

Our ability to execute complex projects for our customers, and to perform all of our services with the excellence that makes us an industry leader, depends on our success in attracting and retaining skilled labor in a competitive market. We therefore strive to be and remain an employer of choice for the most talented employees in each of the industries and markets in which we operate. This begins with offering competitive employee compensation and benefits packages, specifically designed to meet the unique needs of each individual in our organization, which include:

- *Health and Welfare Plans*: All full-time employees who do not participate in union plans are offered a range of choices among medical, dental and vision plans, life, accident, dependent and disability insurance, and pre-tax health spending accounts that include employer contributions.
- *Retirement Savings*: We help provide our employees with financial security by offering a 401(k) Savings Plan and an Employee Stock Purchase Plan, both of which include company matching contributions.
- *Degree Assistance*: Eligible employees may apply for reimbursement for job-related courses or courses taken as part of a curriculum for a business or job-related degree at an accredited institution.
- *Employee Assistance Program*: Through our Employee Assistance Program, we offer our employees, and their dependents or household members, access to services and counseling on a variety of personal, professional, legal, and financial matters, at no cost. Most recently, we started offering college counseling services for the children of our employees.

Key to our attraction and retention of employees is our commitment to our EMCOR Values and our focus on employee safety and diversity, equity, and inclusion. Our Board of Directors and senior leadership engage in oversight and management, respectively, of our significant human capital initiatives. Our Board of Directors is regularly briefed and provides input on key human capital initiatives and metrics.

Commitment to Core Values

We are committed to our EMCOR Values of Mission First: *Integrity, Discipline, and Transparency* and People Always: *Mutual Respect and Trust, Commitment to Safety, and Teamwork.* We constantly strive to ensure these values are reflected in how we do business every day, from our corporate culture and "tone at the top," established by our Board of Directors and management team, to the critical work performed by all of our people at every level throughout our organization. We reinforce our EMCOR Values through many ongoing initiatives. Our EMCOR Values are embodied in our policies and procedures, including our Code of Business Ethics and Conduct. We also regularly provide training on these values, both at time of hire and on an ongoing, periodic basis. In addition, to develop and reinforce our values company-wide, and empower our leaders to perform at the highest levels, senior leaders are invited to our Leadership for Results course at Babson College and our Leading with Character program at the Thayer Leadership Development Group at West Point.

Workplace Safety

We believe that our focus on employee safety and well-being is reflected in our results. In a year in which our employees worked approximately 77.5 million hours, the Company's Total Recordable Incident Rate in 2022 was approximately 1.2, which was approximately 55% lower than the most recently available industry average of 2.70. This represents our fourteenth consecutive year with a Total Recordable Incident Rate which was less than half the industry average. Our position as an industry leader in safety begins with a strong culture of care and vigilance embodied in our EMCOR Values and is supported by a comprehensive suite of training, resources, and analytics. These include: (a) our signature Be There for Life! Zero Injuries Program and Be Vigilant! Campaign, (b) incident and injury prevention planning, including in-person and online training tools, adoption of new technology, and best practice guides available through our company intranet, (c) enterprise level reporting and analysis of leading and lagging indicators, (d) a 24-hour incident reporting hotline, and (e) a company-wide program to share and champion best safety practices across our range of businesses.

Diversity, Equity, and Inclusion

We believe that a diverse workforce is important to the long-term success of our business. We actively seek to increase the diversity of our workforce and to practice our commitment to diversity and inclusion in hiring, development, and training. This extends to our senior leadership and Board of Directors, where we require that any slate of recruited candidates for a named executive officer or other corporate officer position, and new management-supported director nominees, include individuals from underrepresented demographics. We have also designed and implemented policies and practices to promote a workplace free from discrimination, including our Affirmative Action and Equal Opportunity Policy, the implementation, effectiveness, and reporting requirements of which are overseen by our designated Affirmative Action Officer.

We strive to help all our employees realize their full potential with an equal opportunity to succeed. We work to unlock the full potential of all employees at every level through: (a) the EMCOR Manager Certificate Program, which promotes supervisory management skills, (b) our Degree Assistance Program, which provides tuition reimbursement for continuing education, and (c) the resources available to all employees on our online learning platform, the EMCOR Learning Center, which includes thousands of on-demand training courses on a wide range of topics.

In furtherance of our EMCOR Values, all EMCOR employees are required to complete diversity and inclusion training, and our current and future leaders undergo implicit association and unconscious bias training.

Available Information

We file annual, quarterly and current reports, proxy statements and other information with the SEC. These filings are available to the public over the internet at the SEC's website at http://www.sec.gov.

Our Internet address is www.emcorgroup.com. We make available, free of charge, through www.emcorgroup.com our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. References to our website addressed in this report are provided as a convenience and do not constitute, and should not be viewed as, an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

Our Board of Directors has an audit committee, a compensation and personnel committee, and a nominating and corporate governance committee. Each of these committees has a formal charter. We also have Corporate Governance Guidelines, which include guidelines regarding related party transactions, a Code of Ethics for our Chief Executive Officer and Senior Financial Officers, and a Code of Ethics and Business Conduct for Directors, Officers, and Employees. Copies of these charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers, or directors, can be obtained on our website, www.emcorgroup.com.

You may request a copy of the foregoing filings (excluding exhibits), charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers, or directors, at no cost by writing to us at EMCOR Group, Inc., 301 Merritt Seven, Norwalk, CT 06851-1092, Attention: Corporate Secretary, or by telephoning us at (203) 849-7800.

ITEM 1A. RISK FACTORS

Our business is subject to a variety of risks, including the risks described below as well as adverse business and market conditions and risks associated with our operations. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not known to us or not described below, which we have not determined to be material, may also impair our business operations. You should carefully consider the risks described below, together with all other information in this report, including information contained in the "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Quantitative and Qualitative Disclosures about Market Risk" sections. If any of the following risks actually occur, our business, financial position, results of operations, and/or cash flows could be adversely affected, and we may not be able to achieve our goals. Such events may cause actual results to differ materially from expected and historical results, and the trading price of our common stock could decline.

Economic and Strategic Risk Factors

Economic downturns have historically led to reductions in demand for our services. Negative conditions in the credit markets, including rising interest rates, may adversely impact our results of operations and our ability to operate our business. The level of demand from our clients for our services has been, in the past, adversely impacted by slowdowns in the industries we service, as well as in the economy in general. When the general level of economic activity has been reduced from historical levels, certain of our ultimate customers have delayed or canceled projects or capital spending, especially with respect to more profitable private sector work, and such slowdowns adversely affect our ability to grow, reducing our revenues and profitability. A number of economic factors, including financing conditions, the prices of commodities, and energy prices, have, in the past, adversely affected the industries we serve and our ultimate customers' ability or willingness to fund expenditures. General concerns about the fundamental soundness of domestic and foreign economies may also cause ultimate customers to defer projects even if they have credit available to them. A prolonged stagnation or weakening in financial and macroeconomic conditions, including rising interest rates, supply chain challenges, inflation, and any continuing impacts of the COVID-19 pandemic, could therefore have a significant adverse effect on our revenues and profitability.

We are exposed to market risk for changes in interest rates for borrowings under our credit facilities, which bear interest at variable rates. Throughout 2022, the Federal Reserve Board significantly increased the federal funds rate, further raised it in February 2023, and has indicated that rate increases are likely to continue through the remainder of 2023. Increases in benchmark interest rates impact our interest expense and cost of capital, which may adversely impact our ability to make payments on outstanding debt, raise additional funds through the issuance of debt, fund capital expenditures or other liquidity needs. Any of these impacts may adversely affect our liquidity, results of operations, and financial position. For further information on our outstanding debt and borrowing rates, refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Many of our clients depend on the availability of credit to help finance their capital and maintenance projects. At times, tightened availability of credit or increased interest rates have negatively impacted the ability of existing and prospective ultimate customers to fund projects we might otherwise perform, particularly those in the more profitable private sector. As a result, our ultimate customers may defer such projects for an unknown, and perhaps lengthy, period. Any such deferrals would inhibit our growth and would adversely affect our results of operations.

In a weak economic environment, particularly in a period of restrictive credit markets, we may experience greater difficulties in collecting payments from, and negotiating change orders and/or claims with, our clients due to, among other reasons, a diminution in our ultimate customers' access to the credit markets or potential bankruptcies. If clients delay in paying or fail to pay a significant amount of our outstanding receivables, or we fail to successfully negotiate a significant portion of our change orders and/or claims with clients, it could have an adverse effect on our liquidity, results of operations, and financial position.

Our business has traditionally lagged recoveries in the general economy and, therefore, after an economic downtown we may not recover as quickly as the economy at large.

Certain of our businesses, including those within our United States industrial services segment, are exposed to risks associated with the oil and gas industry. These risks, which are not subject to our control, include volatility in the price and production of crude oil, the development of and consumer demand for alternative energy sources, including as a result of a change in consumer preference, or in an effort to reduce greenhouse gas emissions or combat climate change, and legislative and regulatory actions. In addition, macroeconomic conditions, influenced by a variety of events and circumstances, can also affect customer demand for our services within these businesses and lower prices and production volumes, or perceived risk thereof, typically results in the curtailment or deferral of spending by our customers. For example, during 2020, the escalation of geopolitical tensions between the Organization of Petroleum Exporting Countries (OPEC) and Russia contributed to a significant drop in the price of crude oil, impacting customers in the energy sector and the demand for certain of our services. On the other hand, the Russian invasion of Ukraine in February 2022 and the resulting supply chain disruptions and sanctions

imposed on Russian oil and gas exports caused the prices of crude oil and natural gas to increase significantly for several months. While higher prices for our customers' products may increase demand for our services, significant increases in the price or demand for crude oil may also result in the short-term curtailment or deferral of spending by our customers, as facility downtime to perform certain of the services we provide comes at a higher opportunity cost. Continued uncertain conditions within these markets, including the impact of geopolitical instability and the lingering impacts of the COVID-19 pandemic, could negatively impact our financial position, results of operations, and cash flows.

Our business is vulnerable to the cyclical nature of the markets in which our clients operate and is dependent upon the timing and funding of new awards. We provide construction and maintenance services to ultimate customers operating in a number of markets which have been, and we expect will continue to be, cyclical and subject to significant fluctuations due to a variety of factors beyond our control, including economic conditions and changes in client spending.

Regardless of economic or market conditions, investment decisions by our ultimate customers may vary by location or as a result of other factors like the availability of labor, relative construction costs, or competitive conditions in their industries. Because we are dependent on the timing and funding of new awards, we are therefore vulnerable to changes in our clients' markets and investment decisions.

Our business may be adversely affected by significant reductions in government spending, delays or disruptions in the government appropriations process or the failure to fund or implement recent legislation, including the CHIPS and Science Act of 2022 and the Inflation Reduction Act, both of which could benefit our business. Some of our businesses derive a significant portion of their revenues from federal, state, and local governmental agencies. As a result, reduced or delayed spending by the federal government and/or state and local governments may have a material and adverse impact on our business, financial condition, results of operations, and cash flows. Significant reductions in spending aimed at reducing federal, state, or local budget deficits, the absence of a bipartisan agreement on the federal government's budget or raising the debt ceiling, renewed focus on budget deficits following recent increases in government spending in response to the COVID-19 pandemic, personnel reductions, the closure of government facilities and offices, or other changes in budget priorities could result in the deferral, delay, disruption, or cancellation of projects or contracts that we might otherwise have sought to perform. These potential events could impact the level of demand for our services and our ability to execute, complete, and receive compensation for our current contracts, or bid for and enter into new contracts with governmental agencies.

Volatility in the prices or availability of certain materials and equipment used in our businesses and those of our customers, including as a result of inflation, geopolitical instability, and protectionist trade measures, could adversely affect our businesses. We are exposed to market risk of increases in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of approximately 13,200 vehicles. While we believe we can increase our prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Further, the timing of our price increases may lag the timing of the underlying increases in commodity or material prices. Additionally, our fixed price contracts generally do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to projects in progress. For example, we experienced supply chain delays, including long lead times for certain materials and equipment, as well as an escalation in material and fuel prices, to varying degrees throughout 2021 and 2022. These disruptions, which are anticipated to persist throughout 2023, resulted in declines in gross profit and gross profit margin for certain of our operations. Fluctuations in energy prices as well as in commodity prices of materials, whether resulting from fluctuations in market supply or demand, or geopolitical conditions, including Russia's invasion of Ukraine and the resulting supply chain disruptions and sanctions on Russian exports, an increase in trade protection measures such as tariffs, or the disruption, modification, or cancellation of multilateral trade agreements, may adversely affect our customers and as a result cause them to curtail the use of our services.

On the other hand, because certain of our construction and service offerings are designed to improve energy efficiency in our clients' operations, or to assist in the generation of new sources of renewable energy, such as wind, solar, and geothermal generation, decreases in the costs of traditional energy sources such as oil and natural gas, including as a result of recessionary pressure and reduced demand, may lower our customers' demand for efficiency improvements and alternative energy sources, which could have an adverse effect on our financial position, results of operations, and cash flows.

Business and Operational Risk Factors

The loss of one or a few customers could have an adverse effect on us. Although we provide services to a diverse portfolio of end markets and have long-standing relationships with many of our significant customers, our customers may unilaterally reduce, fail to renew, or terminate their contracts with us at any time. A loss of business from a significant customer, or a number of significant customers, could have a material adverse effect on our business, financial position, and results of operations.

Our industry is highly competitive. Our industry is served by numerous small, owner-operated private companies, a few public companies, and several large regional companies. In addition, relatively few barriers exist to prevent entry into most of the industries in which we operate. As a result, any organization that has adequate financial resources, and access to technical expertise, may become a competitor. Competition in our industry depends on numerous factors, including price. Certain of our competitors have lower overhead cost structures and, therefore, are able to provide their services at lower rates than we are currently able to provide. Our project and service work is frequently awarded through a competitive bidding process, which is standard in our industry. We are constantly competing for contracts based on pricing, schedule, and technical expertise. Competition can place downward pressure on our contract prices and profit margins, which may make it difficult to win the project or force us to accept contractual terms and conditions that are less favorable to us, thereby increasing the risk that, among other things, we may not realize profit margins at the same rates we have seen in the past or may become responsible for costs or other liabilities we have not incurred in the past.

In addition, some of our competitors have greater resources than we do. We cannot be certain that our competitors will not develop the expertise, experience, and resources necessary to provide services that are superior in quality, and lower in price, to ours. Similarly, we cannot be certain that we will be able to maintain or enhance our competitive position within our industries or maintain a customer base at current levels. We may also face competition from the in-house service organizations of existing or prospective customers, particularly with respect to building services. Many of our customers employ personnel who perform some of the same types of building services that we do. We cannot be certain that our existing or prospective customers will continue to outsource building services in the future. If we are unable to compete effectively, we may experience a loss of market share, reduced profitability, or both, which if significant, could have a material adverse effect on our business, financial condition, and results of operations. Refer also to “Business - Competition” in Item 1 of this Form 10-K.

We are a decentralized company, which presents certain risks. While we believe decentralization has enhanced our growth and enabled us to remain responsive to opportunities and to our customers’ needs, it necessarily places significant control and decision-making powers in the hands of local management. This presents various risks, including the risk that we may be slower or less able to identify or react to external market conditions or problems affecting a key business than we would in a more centralized environment.

Our business may be affected by weather conditions. Adverse weather conditions, particularly during the winter season, could impact our construction services operations as those conditions affect our ability to safely and efficiently perform work outdoors in certain regions of the United States, adversely affecting the revenues and profitability of those operations. However, the absence of snow in certain regions of the United States during the winter could also cause us to experience reduced revenues and profitability in our United States building services segment, as a portion of their revenues is generated from snow removal contracts. In addition, cooler than normal temperatures during the summer months could reduce the need for our services, particularly in our businesses that install or service air conditioning units, and result in reduced revenues and profitability during the period that such unseasonal weather conditions persist.

Our business may be affected by the work environment. We perform our work under a variety of conditions, including but not limited to, difficult terrain, challenging site conditions, busy urban centers where delivery of materials and availability of labor may be impacted, clean-room environments where strict procedures must be followed, and sites which contain harsh or hazardous conditions, especially at chemical plants, refineries, and other process facilities. Performing work under these conditions can increase the cost of such work or negatively affect efficiency and, therefore, our profitability.

Our dependence upon fixed price contracts could adversely affect our business. We currently generate, and expect to continue to generate, a significant portion of our revenues from fixed price contracts. We must estimate the total costs of a particular project to bid for fixed price contracts. Cost and scheduling estimates are based on a number of assumptions, including those about future economic conditions, commodity and other materials pricing, cost and availability of labor, equipment, and materials, and supply chain efficiency, among other factors. The actual cost of labor and materials, however, may vary from the costs we originally estimated, something which we have experienced and may continue to experience due to inflationary pressures, supply chain challenges, and rising interest rates. These variations, along with other risks, inherent in the execution of projects subject to fixed price contracts, may cause actual gross profits from projects to differ from those we originally estimated and could result in reduced profitability or losses on projects. Depending upon the size of a particular project, variations from the estimated contract costs can have a significant impact on our operating results for any fiscal quarter or year.

We could incur additional costs to cover certain guarantees or other contractual requirements. In some instances, we guarantee completion of a project by a specific date or price, cost savings, achievement of certain performance standards, or performance of our services at a certain standard of quality. For other arrangements, including those within our government services operations, the terms of our contracts may include provisions which require us to achieve certain minority participation or small or disadvantaged business "set-aside" goals. Such requirements have become more frequent in recent years and we expect them to be increasingly prevalent, and more strictly enforced in the near future, especially under the current administration in Washington, D.C. If we subsequently fail to meet such guarantees, or comply with such provisions, we may be held responsible for costs resulting from such failures, including payment of penalties or liquidated or other damages. To the extent that any of these events occur, the total costs of a project could exceed the original estimated costs, and we would experience reduced profits or, in some cases, a loss.

Many of our contracts, especially our building and industrial services contracts, may be canceled or delayed on short notice, and we may be unsuccessful in replacing such contracts if they are canceled or as they are completed or expire. We could experience a decrease in revenues, net income, and liquidity if any of the following occur:

- customers cancel a significant number of contracts or delay services or projects;
- we fail to win a significant number of our existing contracts upon re-bid;
- we complete a significant number of non-recurring projects and cannot replace them with similar projects; or
- we fail to reduce operating and overhead expenses consistent with any decrease in our revenues.

Uncertainty surrounding the timing of contract awards, or project cancellations or delays, can also present difficulties in matching our workforce size with contract needs. In some cases, in anticipation of contract awards, we maintain and bear the cost of a ready workforce that is larger than necessary under our existing contract portfolio. When a contract is canceled or delayed, or an anticipated contract award is not received, it may result in lower profitability as a result of labor under-utilization, or additional costs resulting from reductions in staff, which could have a material adverse effect on our business, financial condition, and results of operations.

We may be unsuccessful in generating internal growth. Our ability to generate internal growth will be affected by, among other factors, our ability to:

- expand the range of services offered to customers to address their evolving needs;
- attract new customers; and
- retain and/or increase the number of projects performed for existing customers.

In addition, existing and potential customers may reduce the number or size of projects available to us because of general economic conditions or due to their inability to obtain capital or pay for services we provide. Many of the factors affecting our ability to generate internal growth are beyond our control, and we cannot be certain that our strategies will be successful or that we will be able to generate cash flow sufficient to fund our operations and to support internal growth. If we are not successful, we may not be able to achieve internal growth, expand operations, or grow our business.

Fluctuating foreign currency exchange rates impact our financial results. We have operations in the United Kingdom, which in 2022 accounted for approximately 4% of our revenues. Our reported financial position and results of operations are exposed to the effects (both positive and negative) that fluctuating exchange rates have on the process of translating the financial statements of our United Kingdom operations, which are denominated in the British pound, into the U.S. dollar. For example, for the year ended December 31, 2022, revenues and operating income of our United Kingdom building services segment were negatively impacted by $53.5 million and $3.1 million, respectively, when compared to the results for the year ended December 31, 2021, as a result of unfavorable exchange rate movements. The factors that impact exchange rate fluctuation, including macroeconomic and geopolitical conditions, are outside the control of the Company.

As part of our risk management strategy, we are effectively self-insured against certain potential liabilities. Although we maintain insurance policies with respect to a broad range of risks, including automobile liability, general liability, workers' compensation, and employee-related healthcare, these policies do not cover all possible claims and certain of the policies are subject to large deductibles and retentions. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Accordingly, we are effectively self-insured for a substantial number of actual and potential claims. Further, if any of our insurance carriers defaulted on its obligations to provide insurance coverage by reason of its insolvency or for other reasons, our exposure to claims would increase and our profits would be adversely affected. Our estimates for unpaid claims and expenses are based on known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary. The determination of such estimated liabilities and their appropriateness are reviewed and updated at least quarterly. However, these liabilities are difficult to assess and estimate due to many relevant

factors, the effects of which are often unknown, including the severity of an injury or damage, the determination of liability in proportion to other parties, the timeliness of reported claims, the effectiveness of our risk management and safety programs, and the terms and conditions of our insurance policies. Our accruals are based upon known facts, historical trends and our reasonable estimate of future expenses, and we believe such accruals are adequate. However, unknown or changing trends, risks, or circumstances, such as increases in claims, a weakening economy, increases in medical costs, changes in case law or legislation, or changes in the nature of the work we perform, could render our current estimates and accruals inadequate. In such case, adjustments may be required to increase our insurance liabilities in the period that the experience becomes known.

External market conditions, including catastrophic losses resulting from an increase in severe weather events and the prolonged pandemic, among other factors, have resulted in an insurance market that is characterized by higher premiums, diminished capacity, and more conservative underwriting. If these market conditions persist, or if we experience an increase in the number or severity of claims incurred, insurance carriers may be unwilling, in the future, to provide our current levels of coverage without a significant increase in insurance premiums, self-insured retention limits, or collateral requirements to cover our obligations to them. Increased collateral requirements may be in the form of additional letters of credit, surety bonds, and/or cash, and an increase in collateral requirements could significantly reduce our liquidity. If insurance premiums or self-insured retention limits increase, and/or if insurance claims are higher than our estimates, our profitability could be adversely affected.

Failure to provide our services in accordance with professional standards or contractual requirements could expose us to significant monetary damages. Our services often involve professional judgments regarding the planning, design, development, construction, or operations and management of complex facilities. Although we have adopted a range of insurance, risk management, and risk avoidance programs designed to reduce potential liabilities, a catastrophic event at one of our project sites or a completed project, resulting from the services we have performed, could result in significant professional or product liability and warranty or other claims against us, as well as reputational harm. These liabilities could exceed our insurance limits or impact our ability to obtain insurance in the future. Further, even where insurance coverage applies, such policies have limits and deductibles or retentions, which could result in our assumption of exposure for certain amounts with respect to any claim filed against us. In addition, customers or subcontractors who have agreed to indemnify us against any such liabilities or losses might refuse or be unable to uphold their obligations to us, or we may be liable to our customers based on the terms of our contracts, which may require us to provide indemnification to them. An uninsured claim, either in part or in whole, as well as any claim covered by insurance but subject to a policy limit, high deductible and/or retention, could have a material adverse effect on our business, financial condition, and results of operations.

Our business strategy relies, in part, on acquisitions to sustain our growth, and these transactions present certain risk and uncertainties. As part of our growth strategy, we acquire companies that expand, complement, and/or diversify our businesses. However, there is no guarantee that we will be successful in identifying targets that meet our requirements for acquisition. We may also face increased competition from other potential acquirers who may have greater financial resources available to them or who may be in a position to offer more favorable terms to the target company. This competition may limit our ability to pursue acquisition opportunities. Additionally, circumstances beyond our control, such as rising interest rates, inflation and the ongoing impacts of the COVID-19 pandemic, may hinder our ability to pursue and complete acquisitions. Further, realization of the anticipated benefits of an acquisition, and avoiding or mitigating the potential risks associated with an acquisition, will depend, among other things, upon our ability to: (a) effectively conduct due diligence to identify and mitigate potential problems at companies we propose to acquire, (b) recognize incompatibilities or other obstacles to the successful integration of the acquired business with our other operations, and (c) gain greater efficiencies and scale that will translate into reduced costs or anticipated synergies in a timely manner. However, there can be no assurance that an acquisition we may make in the future will provide the benefits anticipated when entering into the transaction. Acquisitions we have completed, and future acquisitions we may make, could expose us to operational challenges and risks, including the diversion of management's attention from our existing businesses, the failure to retain key personnel or customers of the acquired business, and the assumption of unknown liabilities of the acquired business for which there are inadequate reserves. Our ability to sustain our growth and maintain our competitive position may be affected by our ability to identify and acquire desirable businesses and successfully integrate any acquired business.

In addition, while we work to rapidly implement or maintain internal controls and financial reporting standards and procedures in the businesses we acquire, including integrating such acquired businesses into our consolidated financial reporting systems and controls, we cannot be certain that such implementation and integration will be quickly and effectively completed. Our internal control processes and procedures with respect to such businesses may need to be adjusted or enhanced in order to ensure that such businesses are in compliance with the regulations we are subject to as well as our internal policies and standards. Such changes could result in significant additional costs to us and could require the diversion of management's attention from our existing businesses or other strategic initiatives.

Amounts included in our remaining performance obligations may not result in actual revenues or translate into profits. Many contracts are subject to cancellation or suspension on short notice at the discretion of the client, and the contracts in our remaining performance obligations are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contract. The risk of contracts included in our remaining performance obligations being delayed or canceled generally increases during economic slowdowns or in response to significant fluctuations in commodity prices. Accordingly, there is no assurance that revenue from remaining performance obligations will actually be realized. If our remaining performance obligations fail to materialize, we could experience a decline in profitability, which could result in a deterioration of our financial position and liquidity.

We recognize revenue for the majority of our construction projects based on estimates; therefore, variations of actual results from our assumptions may reduce our profitability. As discussed in further detail in the "Critical Accounting Policies and Estimates" section included in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, revenue is recognized as performance obligations are satisfied and earnings or losses recognized on individual contracts are based on estimates of contract price, costs, and profitability. Changes in estimates of transaction prices as well as estimated costs are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. Consequently, changes in estimates, or variations of actual results from previous projections, on an unusually large project, or on a number of average size projects, could be material and could have an adverse impact on our financial condition, results of operations, and cash flows.

We are increasingly dependent on sophisticated information technology systems; our business and results of operations are subject to adverse impacts due to disruption, failure, and cybersecurity breaches of these systems. We and our customers and third-party providers rely on information technology systems, hardware, and software to run critical accounting, project management, and financial information systems. We rely upon security measures, products, and services to attempt to secure our information technology systems and the confidential, proprietary, and sensitive information they contain. However, our information technology systems and data, and that of our customers and third-party providers, are subject to cyber-attacks, hacking, nation state threats, and other intrusions, encryption, erasure, failure, and damage, which could result in operational disruption and information misappropriation, such as theft of intellectual property or inappropriate disclosure of customer data or confidential or personal information. On February 15, 2020, for example, we became aware of an infiltration and encryption of portions of our information technology network. This attack temporarily disrupted our use of the impacted systems. While we maintain insurance coverage for these types of incidents, such policies may not completely provide coverage for, or completely offset, the costs associated with such incidents. We are continuously developing and enhancing our controls, processes, and practices designed to protect our systems, computers, software, data, and networks from attack, damage, or unauthorized access. This continued development and enhancement requires us to expend additional resources. However, we may not anticipate or combat all types of potential disruptions or breaches. If any of these events were to occur, we could be required to expend additional capital and other resources, including costs to deploy additional personnel and protection technologies, train employees, and engage third-party experts and consultants. Additionally, as many of our employees use our information technology systems to collaborate with colleagues in different geographic locations and periodically access our systems remotely, we may be subject to heightened security risks, including the risks of cyber-attacks.

The proper functioning of our information technology systems could also be impacted by other causes and circumstances beyond our control, including malware embedded in third party applications, the decision by software vendors to discontinue further development, integration, or long-term software maintenance support for our information systems, or hardware interruption, damage or disruption as a result of power outages, natural disasters, or computer network failures. Key business processes are subject to interruption to the extent that our information technology systems, or those of our customers or third-party providers, are disabled for a long period of time. Such operational disruptions and/or misappropriation or inappropriate disclosure of information could result in lost or reduced revenues, negative publicity, loss of customers or contracts, or business delays that could have a material adverse effect on our business, financial position, and results of operations.

In addition, new or evolving laws and regulations governing data privacy and the unauthorized disclosure of confidential information, including the European Union General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act, the California Privacy Rights Act, state biometric laws, and other emerging U.S. state privacy laws pose increasingly complex compliance challenges and could potentially elevate our compliance costs. Any failure to comply with these laws and regulations could result in significant penalties and legal liability, and increased costs in this area could have a negative impact on our financial condition, results of operations, and cash flow.

Financial Risk Factors

A material portion of our business depends on our ability to provide surety bonds. We may be unable to compete for or work on certain projects if we are not able to obtain the necessary surety bonds. Our construction contracts frequently require that we obtain from surety companies, and provide to our customers, payment and performance bonds as a condition to the award of such contracts. Such surety bonds secure our payment and performance obligations. Under standard terms in the surety market, surety companies issue bonds on a project-by-project basis and can decline to issue bonds at any time or require the posting of collateral as a condition to issuing any bonds. Current or future market conditions, as well as changes in our sureties' assessment of our or their own operating and financial risk, could cause our surety companies to decline to issue, or substantially reduce the amount of, bonds for our work or to increase our bonding costs. These actions can be taken on short notice. If our surety companies were to limit or eliminate our access to bonding, our alternatives would include seeking bonding capacity from other surety companies, increasing business with clients that do not require bonds, or posting other forms of collateral for project performance, such as letters of credit, parent company guarantees, or cash.

However, we may be unable to secure these alternatives in a timely manner, on acceptable terms, or at all. Accordingly, if we were to experience an interruption or reduction in the availability of bonding, we may be unable to compete for or work on certain projects. Increases in the costs of surety bonds could also adversely impact our profitability.

Our results of operations could be adversely affected as a result of goodwill and identifiable intangible asset impairments. When we acquire a business, we record an asset called "goodwill" equal to the excess of the consideration transferred over the fair value of the net tangible and identifiable intangible assets acquired. Goodwill and indefinite-lived intangible assets are not amortized but instead evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of the asset may be impaired. Impairment may result from a deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or changes in the manner in which acquired assets are used. While no impairment was recognized during 2022 or 2021, we recorded $232.8 million of impairment charges during 2020 as a result of certain of these conditions. Significant judgment is required in determining whether goodwill and indefinite-lived intangible assets are impaired and assumptions utilized for purposes of our impairment testing may change in future periods. There can be no assurance that our estimates and assumptions will prove to be accurate predictions of the future. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations. For further discussion of our impairment testing, see Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets included in Item 8. Financial Statements and Supplementary Data.

Failure to maintain effective internal controls over financial reporting could adversely impact our ability to timely and accurately report financial results and comply with our reporting obligations, which could materially affect our business. Regardless of how internal financial reporting control systems are designed, implemented, and enforced, they cannot ensure with absolute certainty that our policy objectives will be met in every instance. Because of the inherent limitations of all such systems, our internal controls over financial reporting may not always prevent or detect misstatements. Failure to maintain effective internal control over financial reporting could adversely affect our ability to accurately and timely report financial results, to prevent or detect fraud, or to comply with the requirements of the SEC or the Sarbanes-Oxley Act of 2002, which could necessitate a restatement of our financial statements, and/or result in an investigation, or the imposition of sanctions, by regulators. Such failure could additionally expose us to litigation and/or reputational harm, impair our ability to obtain financing, or increase the cost of any financing we obtain. All of these impacts could adversely affect the price of our common stock and our business overall.

Legal and Regulatory Risk Factors

We are subject to many laws and regulations in the jurisdictions in which we operate; changes to such laws and regulations may result in additional costs and impact our operations. We are committed to upholding the highest standards of corporate governance and legal and ethical compliance. We are subject to many laws and regulations, including various laws and regulations that apply specifically to U.S. public companies. These include the rules and regulations of the New York Stock Exchange, the Sarbanes-Oxley Act of 2002, and the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as the various regulations, standards, and guidance put forth by the SEC and other governmental agencies to implement and enforce those laws. New laws, rules, and regulations, or changes to existing laws or their interpretations, could create added legal and compliance costs and uncertainty for us. In addition, our United Kingdom operations are subject to laws and regulations that are in some cases different from those of the United States, including labor laws such as the U.K. Modern Slavery Act and laws and regulations governing information collected from employees, customers and others, specifically the GDPR. These laws and regulations could increase the cost and complexity of doing business in the U.K. and negatively impact our financial position and results of operations. Our efforts to comply with evolving laws, regulations, and reporting standards may increase our general and administrative expenses, divert management time and attention, or limit our operational

flexibility, all of which could have a material adverse effect on our business, financial position, and results of operations. Many of our non-public competitors and competitors operating solely in the U.S. are not subject to these laws and regulations and the related costs and expenses of compliance.

Our failure to comply with environmental laws could result in significant liabilities. Our operations are subject to various laws, including environmental laws and regulations, among which many deal with the handling and disposal of hazardous or universal waste products, polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS), and fuel storage. A violation of such laws and regulations, or a release of or exposure to such substances, including mold, lead paint, and asbestos, has and may in the future, expose us to various claims, including claims by third parties, as well as remediation costs and fines. We own and lease many facilities. Some of these facilities contain hazardous materials, such as asbestos, and fuel storage tanks, which may be above or below ground. If there is a release of such hazardous materials, or these tanks were to leak, we could be responsible for the cost of remediation as well as potential fines. As a part of our business, we also install fuel storage tanks and are sometimes required to deal with hazardous materials, all of which may expose us to environmental liability.

In addition, new laws and regulations, stricter enforcement of existing laws and regulations, the discovery of previously unknown contamination or leaks, exposure to or the release of materials subsequently identified as hazardous by a governmental authority, the imposition of new clean-up requirements, or the exposure of our employees or other contractors to hazardous materials, could require us to incur significant costs or become the basis for new or increased liabilities that could harm our financial position and results of operations, although certain of these costs might be covered by insurance. In some instances, we have obtained indemnification or covenants from third parties (including predecessors or lessors) for such clean-up and other obligations and liabilities, and we believe such indemnities and covenants are adequate to cover such obligations and liabilities. However, such third-party indemnities or covenants may not cover all of such costs or third-party indemnitors may default on their obligations. In addition, unanticipated obligations or liabilities, or future obligations and liabilities, may have a material adverse effect on our business operations. Further, we cannot be certain that we will be able to identify, or be indemnified for, all potential environmental liabilities relating to any acquired business.

Adverse resolution of litigation and other legal and regulatory proceedings may harm our operating results or financial position. From time to time, we are a party to lawsuits and other legal proceedings, most of which occur in the normal course of our business. These actions and proceedings may involve actual or threatened claims by customers, employees, or other third parties for, among other things, compensation or indemnification for alleged personal injury, workers' compensation, employment discrimination, breach of contract, property damage, or other general commercial disputes. In addition, we have been, and may in the future be, subject to class action claims alleging violations of the Fair Labor Standards Act and state wage and hour laws. Litigation and other legal proceedings can be expensive, lengthy, and disruptive to normal business operations, and their outcome is inherently uncertain and difficult to accurately predict or quantify. In addition, plaintiffs in many types of actions may seek punitive damages, civil penalties, consequential damages or other losses, or injunctive or declaratory relief. An unfavorable resolution of a particular legal proceeding or claim, whether through a settlement, mediation, court judgment, or otherwise, could have a material adverse effect on our business, operating results, financial position, and cash flows, and in some cases, on our reputation or our ability to obtain projects from customers, including governmental entities. See Item 3. Legal Proceedings and Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, for more information regarding any significant legal proceedings in which we are involved.

We may incur liabilities or suffer negative financial impacts relating to occupational, health, and safety matters. Our operations are subject to extensive laws and regulations relating to the maintenance of safe conditions in the workplace. While we have invested, and will continue to invest, substantial resources in our robust occupational, health, and safety programs, many of our businesses involve a high degree of operational risk, and there can be no assurance that we will avoid significant exposure. These hazards can cause personal injury and loss of life, severe damage to or destruction of property and equipment, and other consequential damages, and could lead to suspension of operations, large damage claims, an increase in employee turnover, and, in extreme cases, criminal liability. Any of the foregoing could result in financial losses or reputational harm, which could have a material adverse impact on our business, financial condition, and results of operations.

Our customers seek to minimize safety risks on their sites and they frequently review the safety records of contractors during the bidding process. Accordingly, if our safety record were to substantially deteriorate over time, we might become ineligible to bid on certain work and our customers could cancel our contracts and/or not award us future business.

Our failure to comply with anti-bribery statutes, such as the Foreign Corrupt Practices Act and the U.K. Bribery Act of 2010, or sanction regulations, could result in fines, criminal penalties, and other sanctions that could have an adverse effect on our business. The U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act of 2010 (the "Bribery Act"), and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business or securing an improper advantage. In addition, sanctions against foreign persons and entities have increased in recent years, especially as a result of the war in the Ukraine. Our policies require that all of our employees, subcontractors, vendors, and agents worldwide must comply with applicable anti-bribery and sanction laws. However, there is no assurance that our policies and procedures to ensure compliance with the FCPA, the Bribery Act, and similar anti-bribery and sanction laws, will eliminate the possibility of liability under such laws for actions taken by our employees, agents, and intermediaries. If we were found to be liable for violations under the FCPA, the Bribery Act, or similar anti-bribery or sanction laws, either due to our own acts or omissions or due to the acts or omissions of others, we could incur substantial legal expenses and suffer civil and criminal penalties, which could have a material adverse effect on our business, financial condition, and results of operations, as well as our reputation. In addition, whether or not such expenses, penalties, or sanctions are actually incurred, the actual or alleged violation of the FCPA, the Bribery Act, or any similar anti-bribery or sanction laws could have a negative impact on our reputation.

Opportunities within the government sector could lead to increased governmental rules and regulations applicable to us. As a government contractor, we are subject to a number of procurement rules and other regulations, any deemed violation of which could lead to fines or penalties or a loss of business. Government agencies routinely audit and investigate government contractors. Government agencies may review a contractor's performance under its contracts, cost structure, and compliance with applicable laws, regulations, and standards. If government agencies determine through these audits or reviews that costs are improperly allocated to specific contracts, they will not reimburse the contractor for those costs or may require the contractor to refund previously reimbursed costs. If government agencies determine that we are engaged in improper activity, we may be subject to civil and criminal penalties and debarment or suspension from doing business with the government. Government contracts are also subject to renegotiation of terms by the government, termination by the government prior to the expiration of the term, and non-renewal by the government.

Human Capital and Labor Risk Factors

The departure of key personnel could disrupt our business. We depend on the continued efforts of our senior management. The loss of key personnel, including a temporary loss as a result of illness, or the inability to hire and retain qualified executives, could negatively impact our ability to manage our business.

We may be unable to attract and retain skilled employees. Our ability to grow and maintain productivity and profitability will be limited by our ability to employ, train, and retain skilled personnel necessary to meet our requirements. We are dependent upon a workforce of approximately 35,500 employees, including our project managers and field supervisors who are responsible for managing our projects, and there can be no assurance that any individual will continue in his or her capacity for any particular period of time. The loss of such qualified employees could have an adverse effect on our business. We cannot be certain that we will be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our business strategy or that labor expenses will not increase as a result of a shortage in the supply of these skilled personnel. The availability and costs to adequately train and maintain a skilled labor force could be impacted by factors we cannot control, including changes in the unemployment rate, prevailing wage rates, benefit costs, the ongoing impacts of the COVID-19 pandemic, and competition for labor from our competitors in the markets we serve. Labor shortages or increased labor costs, such as those currently being experienced throughout the United States and United Kingdom, could impair our ability to provide services to our customers, maintain our business, or grow our revenues. Proposed rules by the Federal Trade Commission to eliminate almost all non-competition agreements with employees, if implemented, may also impact retention of key employees by reducing barriers to individuals with such agreements leaving to work for our competitors.

Our unionized workforce could adversely affect our operations; our participation in many multiemployer pension plans could result in substantial liabilities being incurred. As of December 31, 2022, approximately 60% of our employees were covered by collective bargaining agreements. Although the majority of these agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur in the future. However, only two of our collective bargaining agreements are national or regional in scope, and not all of our collective bargaining agreements expire at the same time. Strikes or work stoppages likely would adversely impact our relationships with our customers and could have a material adverse effect on our financial position, results of operations, and cash flows. We contribute to approximately 200 multiemployer pension plans. Under the Employee Retirement Income Security Act, we may become liable for our proportionate share of a multiemployer pension plan's underfunding if we cease to contribute to that pension plan or significantly reduce the employees in respect of which we make contributions to that pension plan. Our potential liability for unfunded liabilities could be material. See Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding multiemployer pension plans.

Risk Factors Related to the Ownership of our Common Stock

Certain provisions of our corporate governance documents could make an acquisition of us, or a substantial interest in us, more difficult. The following provisions of our certificate of incorporation and by-laws, as currently in effect, as well as Delaware law, could discourage potential proposals to acquire us, delay or prevent a change in control of us, or limit the price that investors may be willing to pay in the future for shares of our common stock:

- our certificate of incorporation permits our board of directors to issue "blank check" preferred stock and to adopt amendments to our by-laws;
- our by-laws contain restrictions regarding the right of our stockholders to nominate directors and to submit proposals to be considered at stockholder meetings;
- our certificate of incorporation and by-laws limit the right of our stockholders to call a special meeting of stockholders and to act by written consent; and
- we are subject to provisions of Delaware law, which prohibit us from engaging in any of a broad range of business transactions with an "interested stockholder" for a period of three years following the date such stockholder becomes classified as an interested stockholder.

Climate Change Related Risk Factors

Climate change and related environmental issues could have a material adverse impact on our business, financial condition, and results of operations. Climate change related events, such as increased frequency and severity of storms, floods, wildfires, droughts, hurricanes, freezing conditions, and other natural disasters, may have an adverse impact on our business, financial condition, and results of operation. While we have invested in programs to mitigate the risk that these events disrupt our ability to serve our customers, and also maintain insurance coverage to offset the costs which could result, these events pose inherent risks regardless of where or how we conduct our business. For example, severe weather or a catastrophic natural disaster could negatively impact our and our customers' offices, facilities, or job sites. Access to clean water and reliable energy where we conduct our business is also critical to our operations. Accordingly, severe weather events or natural disasters have the potential to disrupt our and our customers' businesses and may cause us to experience work stoppages, project delays or cancellations, financial losses, and additional costs to resume operations, in addition to potential adverse impacts on the health and safety of our workforce and their ability to work or travel. Further, climate change poses direct physical risks to infrastructure across the industry sectors we serve, both as a result of chronic environmental changes, such as rising sea levels and temperatures, as well as acute events, such as hurricanes, droughts, and wildfires. These impacts, and the costs to address them, could result in fewer resources for strategic investment by our customers, which could result in a decrease in demand for certain of our services. Any of these events could have a material adverse impact on our business, financial condition, and results of operations.

We may be affected by market or regulatory responses to climate change. Growing public concern about climate change has resulted in the increased focus of local, state, regional, national, and international regulatory bodies on greenhouse gas ("GHG") emissions and climate change issues. Legislation to regulate GHG emissions has periodically been introduced in the U.S. Congress, and there has been a wide-ranging policy debate, both in the United States and internationally, regarding the impact of these gases and possible means for their regulation. The Biden Administration has made climate change and the limitation of GHG emissions one of its primary objectives, including a renewed commitment to the Paris Agreement and a Nationally Determined Contribution under such agreement that aims to reduce U.S. emissions by 50-52%, compared to a 2005 baseline, by 2030. Several states and geographic regions in the United States have also adopted legislation and regulations to reduce emissions of GHGs. Additional legislation or regulation by the federal government or state and local governments or agencies, and/or any international agreements to which the United States may become a party that control or limit GHG emissions or otherwise seek to address climate change, could result in increased compliance costs for us and our clients or have other impacts on our clients, including those who are involved in the exploration, production, or refining of fossil fuels, or who emit greenhouse gases through the combustion of fossil fuels or through the mining, manufacture, utilization, or production of materials or goods. Such policy changes could increase the costs of projects for our clients or, in some cases, prevent a project from going forward, thereby potentially reducing the need for certain of our services, which could in turn have a material adverse effect on our business, financial condition, and results of operations. However, policy changes and climate legislation could also increase the overall demand for our services as our clients and partners work to comply with these policies, such as by decarbonizing their industries, transitioning from fossil fuels to renewable energy sources, reducing their energy consumption, and developing integrated and sustainable solutions, all of which could have a positive impact on our business. We cannot predict with certainty what the effect of such regulation may be on us or our customers.

In addition, in March 2022, the SEC proposed new rules that would require significant climate-related disclosures by public companies, including evaluation and disclosure of material climate-related risks and opportunities, GHG emissions inventory, climate-related targets and goals, and financial impacts of physical and transition risks (the "SEC Climate Rules"). If the SEC Climate Rules take effect, in whole or in part, our legal, accounting, and other compliance expenses may increase significantly, and compliance efforts may divert management time and attention. We may also be exposed to legal or regulatory action or claims as a result of these new regulations. All of these risks could have a material adverse effect on our business, financial position, and/or stock price.

We may be unable to achieve our current or future climate commitments and targets, or we may incur substantial costs in meeting such targets. To help mitigate the impacts of GHG emissions on climate change, EMCOR has established initial carbon-based fuel consumption and GHG emission reduction targets and committed to setting science-based GHG emissions targets. However, achievement of such targets, or similar targets that may be established in the future, is subject to risks and uncertainties, many of which are outside of our control. These risks and uncertainties include, but are not limited to: (a) our ability to execute our operational strategies and achieve our goals within the currently projected costs and the expected timeframes; (b) the availability and cost of alternative fuels, electrical charging infrastructure, off-site renewable energy, and other materials and components; (c) unforeseen design, operational, and technological difficulties; (d) the outcome of research efforts and future technology developments, including alternate or more fuel efficient vehicles for our fleet, such as hybrid or electric vehicles, the availability of which has been impacted by the global shortage in supply of vehicles generally; (e) regulations and requirements that restrict or prohibit our ability to impose requirements on third party contractors; (f) an acquisition of or merger with another company that has not adopted similar targets and goals or whose progress towards reaching its goals is not as advanced as ours; and (g) the pace of recovery from the COVID-19 pandemic, which could result in fluctuations in our fuel consumption and GHG emissions in a given period. In addition, we could be required to expend amounts in future periods as we continue to work towards achieving our targets, which may have a material effect on our business, financial condition, results of operations, or liquidity.

General Risk Factors

Public health emergencies, epidemics, or pandemics, including the COVID-19 pandemic, impact our business. The continuing impact of the global spread of COVID-19, and the responses of governments, businesses, and individuals to combat it, have caused significant volatility, uncertainty, and economic disruption, which has and may continue to adversely impact our operations and those of our customers. Government authorities in the United States and United Kingdom have at various times recommended or imposed certain social distancing, quarantine, and isolation measures to varying degrees, with many such measures impacting large portions of the population. These measures have included limitations on travel and mandatory cessation of certain business activities, some of which have been relaxed or adjusted and others of which remain in effect. Both the outbreak and the containment and mitigation measures resulted in serious adverse impacts on the economy, some of which are ongoing, and both the severity and duration of those impacts and the extent and pace of economic recovery continue to remain uncertain.

Our workforce and ongoing operations have been, are, and may continue to be impacted by the COVID-19 pandemic. For example, we have experienced disruptions that have impacted our ability to perform our work. Such impacts include, but are not limited to, access restrictions and temporary job site shutdowns, reduced labor efficiency resulting from adherence to physical distancing, quarantine, and isolation requirements due to illness or exposure to an infected person, and other enhanced safety protocols mandated at the majority of our worksite locations, and the deferral of maintenance and service projects by our customers. The extent to which the COVID-19 pandemic or another epidemic, pandemic or public health emergency could impact our business and results of operations in the future remains highly uncertain and will be affected by a number of factors. These include the duration and extent of the pandemic, epidemic or public health emergency; the potential for additional viruses or variants of viruses that are more virulent, contagious, or against which current vaccines are less effective; the duration and extent of containment and mitigation measures; the widespread adoption and long-term efficacy of vaccines and the availability and efficacy of other treatments; the cost and/or disruption of testing that may be required of our employees either by customer requirements or government mandates; the impact of the pandemic, epidemic or other public health emergency on economic activity, including on planning and funding for construction projects and our customers' demand for our services; supply chain disruptions or commodity price volatility that could impact our and our vendors' ability to source the supplies and materials needed to operate our business; our ability to effectively operate, including as a result of travel restrictions and mandatory business and facility closures; the ability of our customers to pay us for services rendered; any closures of our and our customers' offices and facilities; and any project delays or shutdowns. Any of these events could have a material adverse effect on our business, financial condition, results of operations, and/or stock price.

Additionally, as many of our employees continue to periodically access our systems remotely, in part as a result of the COVID-19 pandemic and the potential business or facility closures or reduced or staggered in-person attendance, we may be subject to heightened security risks, including the risks of cyber-attacks. Further, if any of our key personnel are unable to perform their duties for a period of time, including as a result of illness, our results of operations could be adversely affected.

Terrorist attacks and other catastrophic events could disrupt our operations and services. Acts of terrorism and other catastrophic events, and the actions taken by the United States and/or other governments or actors in response to such events, may result in property damage, supply disruption, or economic dislocations throughout the country. Although it is not possible to predict such events or their consequences, these events could increase the volatility of our financial results due to decreased demand and unforeseen costs, with partial or no corresponding compensation from clients.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We own a limited number of facilities; however, the majority of our operations are conducted at leased properties, which are located throughout the United States and United Kingdom. These properties consist of offices, warehouses, fabrication shops, and maintenance and cleaning facilities. We do not consider any one of these locations to be material to our operations. We believe that our facilities are well maintained, in good operating condition, and suitable for the purposes for which they are used.

See Note 16 - Leases of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding our leases. We utilize substantially all of our leased or owned facilities and believe there will be no difficulty either in negotiating the renewal of such leases as they expire or in finding alternative space, if necessary.

ITEM 3. LEGAL PROCEEDINGS

We are involved in several legal proceedings in which damages and claims have been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. We record a loss contingency if the potential loss from a proceeding or claim is considered probable and the amount can be reasonably estimated or a range of loss can be determined. We provide disclosure when it is reasonably possible that a loss will be incurred in excess of any recorded provision. Significant judgment is required in these determinations. As additional information becomes available, we reassess prior determinations and may change our estimates. Additional claims may be asserted against us in the future. Litigation is subject to many uncertainties, and the outcome of litigation is not predictable with assurance. It is possible that a litigation matter for which liabilities have not been recorded could be decided unfavorably to us, and that any such unfavorable decision could have a material adverse effect on our financial position, results of operations, or liquidity.

ITEM 4. MINE SAFETY DISCLOSURES

Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95.1 to this Form 10-K.

EXECUTIVE OFFICERS OF THE REGISTRANT

Anthony J. Guzzi, Age 58; President since October 2004, Chief Executive Officer since January 2011 and Chairman of the Board since June 2018. From October 2004 to January 2011, Mr. Guzzi served as Chief Operating Officer of the Company. From August 2001 until he joined the Company, Mr. Guzzi was President of the North American Distribution and Aftermarket Division of Carrier Corporation ("Carrier"). Carrier is a manufacturer and distributor of commercial and residential HVAC and refrigeration systems and equipment and a provider of aftermarket services and components of its own products and those of other manufacturers in both the HVAC and refrigeration industries.

Mark A. Pompa, Age 58; Executive Vice President and Chief Financial Officer of the Company since April 2006 and Treasurer of the Company from October 2019 to June 2020. From June 2003 to April 2006, Mr. Pompa was Senior Vice President-Chief Accounting Officer of the Company, and from June 2003 to January 2007, Mr. Pompa also served as Treasurer of the Company. From September 1994 to June 2003, Mr. Pompa was Vice President and Controller of the Company.

R. Kevin Matz, Age 64; Executive Vice President-Shared Services of the Company since December 2007 and Senior Vice President-Shared Services from June 2003 to December 2007. From April 1996 to June 2003, Mr. Matz served as Vice President and Treasurer of the Company and Staff Vice President-Financial Services of the Company from March 1993 to April 1996.

Maxine L. Mauricio, Age 51; General Counsel and Secretary of the Company since January 2016 and Executive Vice President since February 2021. Ms. Mauricio was a Senior Vice President of the Company from January 2016 to February 2021. From January 2012 to December 2015, Ms. Mauricio was Vice President and Deputy General Counsel of the Company, and from May 2002 to December 2011, she served as Assistant General Counsel of the Company. Prior to joining the Company, Ms. Mauricio was an associate at Ropes & Gray LLP.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information. Our common stock trades on the New York Stock Exchange under the symbol "EME."

Holders. As of February 17, 2023, there were approximately 470 stockholders of record.

Dividends. We have paid quarterly dividends since October 25, 2011. We expect that such quarterly dividends will be paid for the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular quarterly dividend of $0.15 per share. Subsequent to December 31, 2022, our Board of Directors announced its intention to increase the regular quarterly dividend to $0.18 per share commencing with the dividend to be paid in April 2023. Our 2020 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay such quarterly dividends for the foreseeable future. See Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our 2020 Credit Agreement.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

The following table summarizes repurchases of our common stock made by us during the quarter ended December 31, 2022:

Period	Total Number of Shares Purchased [1] [2]	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet be Purchased Under the Plan or Programs
October 1, 2022 to October 31, 2022	—	—	—	$389,799,870
November 1, 2022 to November 30, 2022	—	—	—	$389,799,870
December 1, 2022 to December 31, 2022	—	—	—	$389,799,870
Total	—	—	—	

(1) In September 2011, our Board of Directors (the "Board") authorized a share repurchase program allowing us to begin repurchasing shares of our outstanding common stock. Subsequently, the Board has from time to time increased the amount of our common stock that we may repurchase under such program. Since the inception of the repurchase program, the Board has authorized us to repurchase up to $2.15 billion of our outstanding common stock. As of December 31, 2022, there remained authorization for us to repurchase approximately $389.8 million of our shares. No shares have been repurchased by us since the program was announced other than pursuant to such program. Refer to Note 12 - Common Stock of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our share repurchase program.

(2) Excludes 1,751 shares surrendered to the Company by participants in our share-based compensation plans to satisfy minimum tax withholdings for common stock issued under such plans.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business Description

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, industrial, healthcare, utility, and institutional customers through approximately 100 operating subsidiaries. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services;
- United States mechanical construction and facilities services;
- United States building services;
- United States industrial services; and
- United Kingdom building services.

We refer to our United States electrical construction and facilities services segment and our United States mechanical construction and facilities services segment together as our United States construction segments.

For a more complete description of our operations, refer to Item 1. Business.

Our reportable segments and related disclosures reflect certain reclassifications of prior year amounts from our United States mechanical construction and facilities services segment to our United States building services segment, and from our United States building services segment to our United States construction segments, due to changes in our internal reporting structure aimed at realigning our service offerings.

Market Update

Throughout 2022, our business and end markets remained resilient despite the impact of uncertain global economic conditions, including supply chain, production, and other logistical issues, an inflationary cost environment, rising interest rates, skilled labor shortages in certain regions, and the lingering effects of the COVID-19 pandemic.

For example, we experienced pressures in our supply chain, which resulted in material and equipment lead times significantly in excess of normal levels. These disruptions, which are expected to persist to varying degrees in 2023, have manifested themselves through project delays or scheduling impacts and reduced labor productivity and efficiency, particularly within our United States construction segments and our United States building services segment. Delays in critical material and equipment deliveries have additionally resulted in us funding purchases at earlier stages of project progression, or in advance of project commencement, which has and will continue to apply pressure on working capital requirements. During 2022, we also experienced the effects of inflation through increases in fuel, material, and other commodity prices. While current economic indicators suggest that inflation will slow, we anticipate that our business will continue to be impacted by wage and general inflation to some extent throughout 2023. Further, in an effort to mitigate inflation, the Federal Reserve Board has increased the federal funds rate throughout 2022, raised it further in February 2023, and it is anticipated that rate increases will continue through the remainder of 2023. These actions have resulted, and may continue to result, in an increase in our interest expense.

Beyond these impacts, the Russian invasion of Ukraine in February 2022 has created another layer of uncertainty, especially with respect to energy costs as the resulting sanctions imposed on Russian oil and gas exports caused the prices of crude oil and natural gas to increase significantly for several months. While higher energy prices have historically led to an increase in demand for certain of our services, such as those performed by our United States industrial services segment, significant increases in the price or demand for crude oil may also result in the short-term curtailment or deferral of spending by our customers, as facility downtime to perform certain of the services we provide comes at a higher opportunity cost.

In response to these challenges, we continue to strive to manage our business more effectively through enhanced labor planning and project scheduling, increased pricing to the extent contractually permitted, and by leveraging our relationships with our suppliers and customers. While we believe the actions we have taken continue to be effective, as evidenced in part by the sequential improvement in our operating performance throughout each quarter of 2022, the impact of these disruptions continues to evolve and there can be no assurance that our actions will serve to mitigate such impacts in future periods. Further, while we believe our remaining performance obligations are firm, and we have not experienced any material project cancellations to date, prolonged delays in the receipt of critical equipment could impact our ability to convert such remaining performance obligations to revenues in the near term, or result in our customers seeking to delay or terminate existing or pending agreements. Lastly, rising interest rates may cause a decline in capital or maintenance spending of our customers or prospective customers and, therefore, the demand for our services. Any of these events could have a material adverse effect on our business, financial condition, and/or results of operations.

2022 versus 2021

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2022 and 2021 (in thousands, except percentages and per share data):

	2022	2021
Revenues	$11,076,120	$9,903,580
Revenues increase from prior year	11.8 %	12.6 %
Gross profit	$1,603,594	$1,501,737
Gross profit as a percentage of revenues	14.5 %	15.2 %
Operating income	$ 564,877	$ 530,800
Operating income as a percentage of revenues	5.1 %	5.4 %
Net income attributable to EMCOR Group, Inc.	$ 406,122	$ 383,532
Diluted earnings per common share	$ 8.10	$ 7.06

Revenues of $11.08 billion for the year ended December 31, 2022 set a new annual record for the Company and represent an increase of 11.8% from revenues of $9.90 billion for the year ended December 31, 2021. Demand for our services continues to be strong and, as described in further detail below, we experienced revenue growth within all of our reportable segments except for our United Kingdom building services segment, the reduction in revenues of which was entirely due to unfavorable exchange rate movements during 2022, which more than offset revenue growth that was experienced on a local currency basis.

Operating income for 2022 was $564.9 million, or 5.1% of revenues, compared to operating income of $530.8 million, or 5.4% of revenues, in 2021. This increase resulted from greater operating income contribution, largely as a result of the aforementioned increase in revenues, from each of our reportable segments, other than our United States electrical construction and facilities services segment. The decrease in operating margin period over period was driven by a 70 basis point reduction in consolidated gross profit margin, due to reduced gross profit margins within each of our United States construction segments. Partially offsetting the decrease in gross profit margin was a reduction in the ratio of selling, general and administrative expenses to revenues as we were able to leverage our overhead cost structure during this period of revenue growth. Refer to the operating income section below for further discussion regarding the operating performance of each of our reportable segments.

Net income of $406.1 million, or $8.10 per diluted share, for the year ended December 31, 2022, compares favorably to net income of $383.5 million, or $7.06 per diluted share, for the year ended December 31, 2021. In addition to the increase in operating income referenced above, our diluted earnings per share for 2022 benefited from a reduced weighted average share count given the impact of common stock repurchases made by us throughout 2021 and 2022.

Impact of Acquisitions

In order to provide a more meaningful period-over-period discussion of our operating results, we may discuss amounts generated or incurred (revenues, gross profit, selling, general and administrative expenses, and operating income) from companies acquired. The amounts discussed reflect the acquired companies' operating results in the current reported period only for the time period these entities were not owned by EMCOR in the comparable prior reported period.

During 2022, we acquired six companies for total consideration of $100.8 million. Such acquisitions include: (a) a company that provides electrical construction services in the Greater Boston area, the results of operations of which have been included in our United States electrical construction and facilities services segment, and (b) five companies that enhance our presence in geographies where we have existing operations, the results of operations of which were de minimis, consisting of: (i) two companies that provide fire protection services in the Northeastern and Southern regions of the United States, respectively, and that have been included within our United States mechanical construction and facilities services segment, (ii) two companies that specialize in either building automation and controls or mechanical services in the Southwestern and Southern regions of the United States, respectively, and that have been included within our United States building services segment, and (iii) a company that provides electrical construction services in the Midwestern region of the United States and that has been included within our United States electrical construction and facilities services segment.

We acquired eight companies during 2021 for total consideration of $131.2 million. Such acquisitions include: (a) two companies, the results of operations of which were de minimis, included within our United States mechanical construction and facilities services segment, consisting of: (i) a company that provides mechanical services within the Southern region of the United States and (ii) a company that provides fire protection services in the Midwestern region of the United States, (b) two companies that provide electrical construction services for a broad array of customers in the Midwestern region of the United States, the results of operations of which have been included in our United States electrical construction and facilities services segment, and (c) four companies included within our United States building services segment, consisting of: (i) a company that provides mobile mechanical services across North Texas and (ii) three companies, the results of operations of which were de minimis, that enhance our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions.

Companies acquired in 2022 and 2021 generated incremental revenues of $149.7 million and incremental operating income of $3.9 million, inclusive of $7.3 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2022.

Discussion and Analysis of Results of Operations

Revenues

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2022 and 2021 (in thousands, except for percentages):

	2022	% of Total	2021	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 2,433,114	22 %	$ 2,029,893	21 %
United States mechanical construction and facilities services	4,326,674	39 %	3,952,586	40 %
United States building services	2,720,487	25 %	2,424,743	24 %
United States industrial services	1,118,767	10 %	986,407	10 %
Total United States operations	10,599,042	96 %	9,393,629	95 %
United Kingdom building services	477,078	4 %	509,951	5 %
Total operations	$ 11,076,120	100 %	$ 9,903,580	100 %

As described in more detail below, revenues for the year ended December 31, 2022 increased to $11.08 billion compared to revenues of $9.90 billion for the year ended December 31, 2021. During 2022, we experienced increases in revenues from all of our reportable segments, except for our United Kingdom building services segment, the reduction in revenues of which was entirely due to unfavorable exchange rate movements, which more than offset revenue growth that was experienced on a local currency basis. Companies acquired in 2022 and 2021 generated incremental revenues of $149.7 million in 2022.

Revenues of our United States electrical construction and facilities services segment were $2,433.1 million for the year ended December 31, 2022 compared to revenues of $2,029.9 million for the year ended December 31, 2021. This segment's results for the year ended December 31, 2022 included $135.1 million of incremental revenues from acquired companies. Excluding the impact of acquisitions, revenues of this segment increased by $268.1 million primarily as a result of an increase in revenues from: (a) the commercial market sector, predominantly within the telecommunications sub-market sector, inclusive of our data center projects, and the technology sub-market sector, (b) the healthcare market sector due to large project activity, and (c) certain transmission and distribution projects, including those to support sustainable energy solutions such as solar and wind. These revenue increases were partially offset by a reduction in transportation and institutional market sector activity due to the completion or substantial completion of various projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2022 were $4,326.7 million, a $374.1 million increase compared to revenues of $3,952.6 million for the year ended December 31, 2021. The increase in this segment's revenues for the year ended December 31, 2022 was primarily attributable to revenue growth within: (a) the commercial market sector, as a result of increased demand: (i) for our mechanical construction and/or fire protection services by certain customers engaged in the design and manufacturing of semiconductors as well as customers within the biotech, life-sciences, and pharmaceutical industries, (ii) for our fire protection services within various warehousing and distribution facilities to support the build-out of our customers' e-commerce supply chains, and (iii) from certain of our data center customers, (b) the institutional market sector, due to project activity throughout several of the regions in which we operate, (c) the manufacturing market sector, driven by certain large food processing projects currently in process, and (d) the water and wastewater market sector, given greater project activity within the Southern region of the United States.

Revenues of our United States building services segment were $2,720.5 million and $2,424.7 million for the years ended December 31, 2022 and 2021, respectively. Excluding incremental acquisition revenues within this segment's mobile mechanical services division of $14.6 million during 2022, this segment's revenue growth was primarily attributable to: (a) its mobile mechanical services division, due to: (i) increased project work, including incremental demand for HVAC system retrofits and building automation and controls services, partially as our customers continue to seek ways to improve the energy efficiency or indoor air quality of their facilities, and (ii) greater service repair and maintenance volumes, partially as a result of incremental repair opportunities driven by supply chain delays, which have created a need to extend the life of existing equipment in instances when replacement equipment is not readily available, and (b) its commercial site-based services division, due to the award of facilities maintenance contracts with new customers, as well as scope or site expansion and increased project work with existing customers.

Revenues of our United States industrial services segment for the year ended December 31, 2022 were $1,118.8 million, a $132.4 million increase compared to revenues of $986.4 million for the year ended December 31, 2021. While there remains significant disruption and uncertainty within the broader oil and gas industry, most notably within the upstream and midstream energy sectors, we began to experience a resumption in downstream energy demand within this segment during the second half of 2021. Such increased demand continued into 2022, resulting in revenue growth within this segment. Specifically, more normalized turnaround project demand and an increase in maintenance and capital project activity, when compared to the prior year, has resulted in increased revenues from this segment's field services operations. In addition, revenues of this segment's shop services operations have increased as a result of greater maintenance, repair, and hydro blast cleaning services and a slight increase in new build heat exchanger sales.

Our United Kingdom building services segment revenues were $477.1 million in 2022 compared to $510.0 million in 2021. The year-over-year decrease in this segment's revenues was entirely a result of unfavorable exchange rate movements for the British pound versus the United States dollar, which negatively impacted this segment's revenues by $53.5 million for the year ended December 31, 2022. Excluding the impact of foreign exchange rate movements, this segment's revenues for 2022 increased as a result of growth in project activities with existing customers, primarily within the commercial market sector, including certain telecommunication projects, and the transportation market sector.

Cost of sales and gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2022 and 2021 (in thousands, except for percentages):

	2022	2021
Cost of sales	$9,472,526	$8,401,843
Gross profit	$1,603,594	$1,501,737
Gross profit margin	14.5 %	15.2 %

Our gross profit for the year ended December 31, 2022 was $1,603.6 million, a $101.9 million increase compared to gross profit of $1,501.7 million for the year ended December 31, 2021. Companies acquired in 2022 and 2021 generated incremental gross profit of approximately $21.1 million in 2022. Excluding the impact of acquisitions, the increase in gross profit for 2022 was largely a result of increased revenue volume, which despite the decrease in gross profit margin discussed below, resulted in an increase in consolidated gross profit.

Our gross profit margin was 14.5% and 15.2% for 2022 and 2021, respectively. The decrease in gross profit margin for the year ended December 31, 2022 was primarily attributable to a reduction in gross profit margin within each of our United States construction segments, partially as a result of a less favorable project mix. For the year ended December 31, 2022, certain discrete project losses within both our United States electrical construction and facilities services segment and our United States mechanical construction and facilities services segment negatively impacted our consolidated gross profit margin by 40 basis points. Refer to the operating income section below for further discussion regarding the operating performance of each of our reportable segments, including the above referenced losses.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses and SG&A margin (selling, general and administrative expenses as a percentage of revenues) for the years ended December 31, 2022 and 2021 (in thousands, except for percentages):

	2022	2021
Selling, general and administrative expenses	$1,038,717	$ 970,937
SG&A margin	9.4 %	9.8 %

Our selling, general and administrative expenses for the year ended December 31, 2022 were $1,038.7 million compared to selling, general and administrative expenses of $970.9 million for the year ended December 31, 2021. For the year ended December 31, 2022, selling, general and administrative expenses included $17.2 million of incremental expenses directly related to companies acquired in 2022 and 2021, including amortization expense attributable to identifiable intangible assets of $4.5 million. Excluding incremental expenses from businesses acquired, our selling, general and administrative expenses increased by $50.6 million for the year ended December 31, 2022. The organic increase in selling, general and administrative expenses was primarily attributable to an increase in: (a) salaries and related employment expenses, largely as a result of an increase in headcount to support our organic revenue growth, (b) incentive compensation expense within those of our reportable segments which had higher operating results than in the prior year, (c) travel and entertainment expenses, given a resumption in travel and business meals as COVID-19 related restrictions have eased, (d) rent and other occupancy costs driven by: (i) the expansion or addition of certain fabrication facilities, which support our operations, and (ii) the impact of inflation on the real estate market, and (e) computer hardware and software costs, as a result of various information technology and cybersecurity initiatives currently in process.

Selling, general and administrative expenses as a percentage of revenues were 9.4% and 9.8% for 2022 and 2021, respectively. The year-over-year decrease in SG&A margin was largely a result of an increase in revenues without a commensurate increase in overhead costs, as we were able to leverage our existing overhead cost structure.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating margin (operating income (loss) as a percentage of such segment's revenues) for the years ended December 31, 2022 and 2021 (in thousands, except for percentages):

	2022	% of Segment Revenues	2021	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 148,728	6.1 %	$ 169,355	8.3 %
United States mechanical construction and facilities services	332,294	7.7 %	314,420	8.0 %
United States building services	144,670	5.3 %	122,724	5.1 %
United States industrial services	19,787	1.8 %	(1,666)	(0.2)%
Total United States operations	645,479	6.1 %	604,833	6.4 %
United Kingdom building services	29,838	6.3 %	27,998	5.5 %
Corporate administration	(110,440)	—	(102,031)	—
Total operations	564,877	5.1 %	530,800	5.4 %
Other items:				
Net periodic pension (cost) income	4,311		3,625	
Interest expense	(13,199)		(6,071)	
Interest income	2,761		949	
Income before income taxes	$ 558,750		$ 529,303	

As described in more detail below, operating income was $564.9 million for the year ended December 31, 2022, compared to operating income of $530.8 million for the year ended December 31, 2021. Largely as a result of increases in revenues, we experienced greater operating income contribution from each of our reportable segments other than our United States electrical construction and facilities services segment. Companies acquired in 2022 and 2021 generated incremental operating income of $3.9 million, inclusive of $7.3 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2022.

Operating margin was 5.1% and 5.4% for the years ended December 31, 2022 and 2021, respectively. The decrease in operating margin year-over-year was driven by a reduction in gross profit margin within our United States construction segments, due to a change in project mix as well as the impact of certain discrete project losses, described in further detail below. These declines in gross profit margin were partially offset by increased gross profit margins from the remainder of our reportable segments as well as a reduction in the ratio of selling, general and administrative expenses to revenues across each of our reportable segments.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2022 was $148.7 million, or 6.1% of revenues, compared to operating income for the year ended December 31, 2021 of $169.4 million, or 8.3% of revenues. This segment's results for the year ended December 31, 2022 included incremental operating income from acquired companies of $6.3 million, inclusive of $4.7 million of amortization expense associated with identifiable intangible assets. Excluding the contribution from acquisitions, operating income of this segment decreased by $26.9 million year-over-year. A less favorable project mix within the institutional and transportation market sectors, coupled with certain discrete project losses recognized during 2022, due, in part, to supply chain disruptions and delays, resulted in a decrease in gross profit and gross profit margin. Based on an evaluation of individual projects that had revisions to total estimated costs or anticipated contract value, which resulted in a reduction of profitability in excess of $1.0 million, the operating results of our United States electrical construction and facilities services segment were negatively impacted by approximately $33.5 million during the year ended December 31, 2022. These reductions in estimated project profitability negatively affected the operating margin of this segment by 140 basis points in 2022. In addition to the impact of supply chain disruptions, a portion of these losses were attributable to project completion delays and time extensions, beyond our control, on certain projects which were bid a number of years ago under different economic conditions. We continue to evaluate our contractual rights and are pursuing recovery for such impacts to the extent permitted. The aforementioned reductions in gross profit margin were partially offset by a reduction in the ratio of selling, general and administrative expense to revenues as: (a) this segment was able to successfully leverage its overhead cost structure during this period of revenue growth and (b) the reduced profitability has resulted in a decrease in incentive compensation expense for certain of the operating subsidiaries within this segment.

Our United States mechanical construction and facilities services segment's operating income for the year ended December 31, 2022 was $332.3 million, a $17.9 million increase compared to operating income of $314.4 million for the year ended December 31, 2021. Operating margins within this segment for the years ended December 31, 2022 and 2021 were 7.7% and 8.0%, respectively. The increase in operating income for the year ended December 31, 2022 was primarily a result of increased gross profit contribution from the commercial market sector, including profit recognized on: (a) certain construction projects for customers engaged in the manufacturing of semiconductors and (b) several fire protection projects. Partially offsetting the growth in operating income for the year ended December 31, 2022, and the primary factor resulting in the decline in operating margin for such period, were certain project write-downs, partially a result of supply chain disruptions and/or material price escalations, a portion of which we are seeking recovery from our customers. Based on an evaluation of individual projects that had revisions to total estimated costs or anticipated contract value, which resulted in a reduction of profitability in excess of $1.0 million, the operating results of our United States mechanical construction and facilities services segment were negatively impacted by approximately $13.7 million during the year ended December 31, 2022. These reductions in estimated project profitability negatively affected the operating margin of this segment by 30 basis points in 2022. Similar to our United States electrical construction and facilities services segment, operating margin of this segment for 2022 benefited from a reduction in the ratio of selling, general and administrative expenses to revenues, given an increase in revenues without a commensurate increase in certain overhead costs.

Operating income of our United States building services segment for the year ended December 31, 2022 was $144.7 million compared to operating income of $122.7 million for the year ended December 31, 2021. The year-over-year increase in operating income was largely due to greater gross profit contribution from this segment's mobile mechanical services division resulting from improved profitability across the majority of its service lines, including projects, service repair and maintenance, and building automation and controls. Further contributing to the increase in operating income of this segment was an increase in gross profit contribution from its commercial site-based services division. Despite certain economic headwinds which have impacted this segment throughout the year, including supply chain disruptions, increased fuel prices, material and wage inflation, and skilled labor shortages, operating margin of this segment was 5.3% for the year ended December 31, 2022, an increase from the operating margin of 5.1% for the year ended December 31, 2021. This improvement in operating margin reflects our continued focus on project execution and pricing as well as disciplined cost management.

Our United States industrial services segment reported operating income of $19.8 million for the year ended December 31, 2022 compared to an operating loss of $1.7 million for the year ended December 31, 2021. Operating margin of this segment was 1.8% and (0.2)% for 2022 and 2021, respectively. The improved performance for the year ended December 31, 2022 was primarily due to: (a) the growth in this segment's revenues referenced above, which resulted in both incremental gross profit contribution as well as greater absorption of certain indirect costs of sales, and (b) an improvement in gross profit margin, most notably from this segment's shop services division given: (i) a greater percentage of repair and cleaning projects, which tend to carry higher profit margins, and (ii) more favorable pricing across this division's portfolio of work. Operating performance of our United States industrial services segment for the year ended December 31, 2022 also benefited from a reduction in selling, general and administrative expenses as well as a decrease in the ratio of selling, general and administrative expenses to revenues, when compared to the prior year. In addition to successfully leveraging its overhead cost structure during 2022, the year-over-year comparison was impacted by an increase in the provision for credit losses in 2021, which included $5.8 million of expense associated with two customer bankruptcies, that negatively impacted this segment's 2021 operating margin by 60 basis points.

Our United Kingdom building services segment operating income for the year ended December 31, 2022 was $29.8 million, or 6.3% of revenues, which compares favorably to operating income of $28.0 million, or 5.5% of revenues, for the year ended December 31, 2021. This segment's operating income for the year ended December 31, 2022 was negatively impacted by $3.1 million related to the effect of unfavorable exchange rates for the British pound versus the United States dollar. Excluding the impact of foreign exchange rate movements, operating income of this segment increased by $4.9 million year-over-year. The improvement in this segment's operating income and operating margin for 2022 was primarily a result of: (a) an increase in gross profit and gross profit margin, primarily as a result of a change in the mix of work, which included a greater amount of revenue generated from project activity as opposed to traditional facilities maintenance services, including an increased number of telecommunication projects as referenced in the revenue commentary for this segment, and (b) the favorable close-out of certain other contracts throughout 2022.

Our corporate administration expenses were $110.4 million for 2022 compared to $102.0 million in 2021. The increase in corporate administration expenses for the year ended December 31, 2022 was primarily due to greater: (a) incentive compensation expense and (b) employment costs, given an increase in headcount to support the revenue growth within our business as well as annual cost of living wage increases.

Other items

Interest expense was $13.2 million and $6.1 million for 2022 and 2021, respectively, and interest income was $2.8 million and $0.9 million for 2022 and 2021, respectively. The increase in both interest expense and interest income for 2022 resulted from higher average interest rates when compared to 2021. In addition, the increase in interest expense was attributable to greater average outstanding borrowings year-over-year.

Our income tax provision for the year ended December 31, 2022 was $152.6 million, based on an income tax rate of 27.3%, compared to an income tax provision and an income tax rate of $145.6 million and 27.5%, respectively, for the year ended December 31, 2021. The increase in our income tax provision for 2022 was due to increased income before income taxes, while the slight decrease in our income tax rate for 2022 was attributable to the favorable impact of certain discrete tax items.

Remaining Unsatisfied Performance Obligations

The following table presents the transaction price allocated to remaining unsatisfied performance obligations ("remaining performance obligations") for each of our reportable segments and their respective percentage of total remaining performance obligations (in thousands, except for percentages):

	December 31, 2022	% of Total	December 31, 2021	% of Total
Remaining performance obligations:				
United States electrical construction and facilities services	$ 2,014,079	27 %	$ 1,224,577	22 %
United States mechanical construction and facilities services	4,008,919	54 %	3,272,124	58 %
United States building services	1,151,031	15 %	872,550	16 %
United States industrial services	124,653	2 %	111,838	2 %
Total United States operations	7,298,682	98 %	5,481,089	98 %
United Kingdom building services	160,617	2 %	118,208	2 %
Total operations	$ 7,459,299	100 %	$ 5,599,297	100 %

Our remaining performance obligations at December 31, 2022 were $7.46 billion compared to $5.60 billion at December 31, 2021. The increase in remaining performance obligations year-over-year was attributable to an increase in remaining performance obligations within all of our reportable segments. Most notably, we experienced an increase in remaining performance obligations from: (a) our United States construction segments, driven by the award of various construction projects within the majority of the market sectors in which we operate, and (b) our United States building services segment given increased project opportunities within its mobile mechanical services division and the award or renewal of several facilities maintenance contracts within its commercial site-based services division. From a market sector perspective, we experienced the largest growth in remaining performance obligations within the commercial market sector, inclusive of data center, semiconductor, and other projects for customers: (i) within the biotech, life-sciences, and pharmaceutical industries or (ii) engaged in the production and development of electric vehicles and/or lithium batteries. Remaining performance obligations of our United Kingdom building services segment increased by $42.4 million since December 31, 2021, despite unfavorable exchange rates for the British pound versus the United States dollar, which negatively impacted this segment's remaining performance obligations by $19.0 million.

While the continued growth in our remaining performance obligations is largely due to the strength in demand for our services, a portion of this increase can likely be attributed to external market factors such as material and labor inflation, which has increased the price of certain of our project work, as well as supply chain delays, which has impacted the timing of conversion of our remaining performance obligations to revenue, in certain instances.

See Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further disclosure regarding our remaining performance obligations.

2021 versus 2020

For discussion and analysis of results of operations for the year ended December 31, 2021 compared to the year ended December 31, 2020, refer to Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our Form 10-K for the year ended December 31, 2021.

Liquidity and Capital Resources

The following section discusses our principal liquidity and capital resources, as well as our primary liquidity requirements and sources and uses of cash.

We are focused on the efficient conversion of operating income into cash to provide for the Company's material cash requirements, including working capital needs, investment in our growth strategies through business acquisitions and capital expenditures, satisfaction of contractual commitments, including principal and interest payments on our outstanding indebtedness, and shareholder return through dividend payments and share repurchases. We strive to maintain a balanced approach to capital allocation in order to achieve growth, deliver value, and minimize risk.

Management monitors financial markets and overall economic conditions for factors that may affect our liquidity and capital resources and adjusts our capital allocation strategy as necessary. Negative macroeconomic trends could have an adverse effect on future liquidity if we experience delays in the payment of outstanding receivables beyond normal payment terms, an increase in credit losses, or significant increases in the price of commodities or the materials and equipment utilized for our project and service work, beyond those experienced to date. In addition, during economic downturns, there have typically been fewer small discretionary projects from the private sector and our competitors have aggressively bid larger long-term infrastructure and public sector contracts. Our liquidity is also impacted by: (a) the type and length of construction contracts in place, as performance of long duration contracts typically requires greater amounts of working capital, (b) the level of turnaround activities within our United States industrial services segment, as such projects are billed in arrears pursuant to contractual terms that are standard within the industry, and (c) the billing terms of our maintenance contracts, including those within our United States and United Kingdom building services segments. While we strive to negotiate favorable billing terms, which allow us to invoice in advance of costs incurred on certain of our contracts, there can be no assurance that such terms will be agreed to by our customers.

As of December 31, 2022, we had cash and cash equivalents, excluding restricted cash, of $456.4 million, which are maintained in depository accounts and highly liquid investments with original maturity dates of three months or less. Both our short-term and long-term liquidity requirements are expected to be met through our cash and cash equivalent balances, cash generated from our operations, and, as necessary, the borrowing capacity under our revolving credit facility. Our credit agreement provides for a $1.30 billion revolving credit facility, for which there is $1.23 billion of available capacity as of December 31, 2022.

Refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our credit agreement. Based upon our current credit rating and financial position, we can also reasonably expect to be able to secure long-term debt financing if required to achieve our strategic objectives; however, no assurances can be made that such debt financing will be available on favorable terms. We believe that we have sufficient financial resources available to meet our short-term and foreseeable long-term liquidity requirements.

Cash Flows

The following table presents a summary of our operating, investing, and financing cash flows (in thousands):

	2022	2021
Net cash provided by operating activities	$ 497,933	$ 318,817
Net cash used in investing activities	$ (140,800)	$ (153,076)
Net cash used in financing activities	$ (710,118)	$ (245,456)
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	$ (12,515)	$ (1,279)
Decrease in cash, cash equivalents, and restricted cash	$ (365,500)	$ (80,994)

For the year ended December 31, 2022, our cash balance, including cash equivalents and restricted cash, decreased by $365.5 million from $822.6 million at December 31, 2021 to $457.1 million at December 31, 2022. Changes in our cash position from December 31, 2021 to December 31, 2022 are described in further detail below. For a discussion of the changes in our cash position from December 31, 2020 to December 31, 2021, refer to the Liquidity and Capital Resources section included in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our Form 10-K for the year ended December 31, 2021.

Operating Activities – Operating cash flows generally represent our net income as adjusted for certain non-cash items and changes in assets and liabilities. For 2022, net cash provided by operating activities was approximately $497.9 million compared to approximately $318.8 million of net cash provided by operating activities in 2021. The $179.1 million increase in operating cash flows during 2022, when compared to 2021, was primarily a result of the collection of advanced billings on certain of our uncompleted construction projects, as evidenced in part by the growth in our contract liabilities, net of the increase in outstanding accounts receivable.

Investing Activities – Investing cash flows consist primarily of payments for the acquisition of businesses, capital expenditures, and proceeds from the sale or disposal of property, plant, and equipment. For 2022, we utilized approximately $140.8 million of cash for investing activities compared to $153.1 million in 2021. The decrease in investing cash outflows year-over-year was primarily driven by a decrease in payments for business acquisitions, partially offset by higher capital expenditures used to invest in organic growth.

Financing Activities – Financing cash flows consist primarily of the issuance and repayment of short-term and long-term debt, repurchases of common stock, payments of dividends to stockholders, and the issuance of common stock through certain equity plans. Net cash used in financing activities for 2022 was $710.1 million compared to $245.5 million in 2021.

The increase in cash used in financing activities in 2022, when compared to 2021, was primarily due to the increase in funds used for the repurchase of our common stock. During the year ended December 31, 2022, cash payments related to share repurchases were $660.6 million compared to $195.5 million for the year ended December 31, 2021. The timing of common stock repurchases is at management's discretion subject to securities laws and other legal requirements and depends upon several factors, including market and business conditions, current and anticipated future liquidity, share price, and share availability, among others. For additional detail regarding our share repurchase program, refer to Note 12 - Common Stock of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

We currently pay a regular quarterly dividend of $0.15 per share. For the years ended December 31, 2022 and 2021, cash payments related to dividends were $27.2 million and $28.2 million, respectively. Subsequent to December 31, 2022, our Board of Directors announced its intention to increase the regular quarterly dividend to $0.18 per share commencing with the dividend to be paid in April 2023. Our credit agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay such quarterly dividends for the foreseeable future.

Effect of Exchange Rate Changes on Cash, Cash Equivalents, and Restricted Cash – We are exposed to fluctuations in foreign currency exchange rates, almost entirely with respect to the British pound. Therefore, the $11.2 million variance between the years ended December 31, 2022 and 2021 was a direct result of unfavorable exchange rate movements for the British pound versus the United States dollar.

Material Cash Requirements from Contractual and Other Obligations

As of December 31, 2022, our short-term and long-term material cash requirements for known contractual and other obligations were as follows:

Outstanding Debt and Interest Payments – As of December 31, 2022, there were no direct borrowings outstanding under our revolving credit facility and the amount outstanding under our term loan was $242.8 million. We are required to make annual principal payments on our term loan of $13.9 million on December 31 of each year until maturity. All remaining unpaid amounts are due on March 2, 2025, when the credit agreement governing our term loan and revolving credit facility expires. Until such time, we are required to make periodic interest payments on our outstanding indebtedness. Future interest payments will be determined based on prevailing interest rates during that time, which are anticipated to increase in the near term. Refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further detail of our debt obligations, including our term loan and revolving credit facility.

Operating and Finance Leases – In the normal course of business, we lease real estate, vehicles, and equipment under various arrangements which are classified as either operating or finance leases. Future payments for such leases, excluding leases with initial terms of one year or less, were $325.7 million at December 31, 2022, with $78.3 million payable within the next 12 months. Refer to Note 16 - Leases of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further detail surrounding our lease obligations and the timing of expected future payments.

Open Purchase Obligations – As of December 31, 2022, we had $2.24 billion of open purchase obligations, of which payments totaling approximately $1.94 billion are expected to become due within the next 12 months. These obligations represent open purchase orders to suppliers and subcontractors related to our construction and services contracts. These purchase orders are not reflected in the Consolidated Balance Sheets and are not expected to impact future liquidity as amounts should be recovered through customer billings.

Insurance Obligations – As described in further detail in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, we have loss payment deductibles and/or self-insured retentions for certain insurance matters. As of December 31, 2022, our insurance liabilities, net of estimated recoveries, were $201.5 million. Of this net amount, approximately $38.8 million is estimated to be payable within the next 12 months. Due to many uncertainties inherent in resolving these matters, it is not practical to estimate these payments beyond such period. To the extent that the amount required to settle claims covered by insurance continues to increase, the cost of our insurance coverage, including premiums and deductibles, is likely to increase.

Retirement Plan Obligations – As of December 31, 2022, expected future payments relating to our defined benefit post retirement plans were approximately $1.5 million per year. We provide funding to our post retirement plans based on at least the minimum funding required by applicable regulations. In determining the minimum funding required, we utilize current actuarial assumptions and exchange rates to forecast amounts that may be payable. In our judgment, minimum funding estimates cannot be reliably estimated beyond a five-year time horizon. Refer to Note 14 - Retirement Plans of the notes to consolidated financial statements in Item 8. Financial Statements and Supplementary Data for further information about our post retirement plans.

Contingent Consideration Liabilities – We have incurred liabilities related to contingent consideration arrangements associated with certain acquisitions, payable in the event discrete performance objectives are achieved by the acquired businesses during designated post-acquisition periods. The aggregate amount of these liabilities can change due to additional business acquisitions, settlement of outstanding liabilities, changes in the fair value of amounts owed based on performance during such post-acquisition periods, and accretion in present value. As of December 31, 2022, the present value of expected future payments relating to these contingent consideration arrangements was $16.9 million. Of this amount, $10.0 million is estimated as being payable during 2023, with the remainder due pursuant to the terms of our contractual agreements some of which extend through 2025.

In addition, material cash requirements for other potential obligations, for which we cannot reasonably estimate future payments, include the following:

Legal Proceedings – We are involved in several legal proceedings in which damages and claims have been asserted against us. While litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance, we do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. Refer to Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for more information regarding legal proceedings.

Multiemployer Benefit Plans – In addition to our Company sponsored benefit plans, we participate in certain multiemployer pension and other post retirement plans. The cost of these plans is equal to the annual required contributions determined in accordance with the provisions of negotiated collective bargaining agreements. During 2022, 2021, and 2020, contributions made to these plans were $449.9 million, $399.5 million, and $360.4 million, respectively; however, our future contributions to the multiemployer plans are dependent upon a number of factors. Amounts of future contributions that we would be contractually obligated to make pursuant to these plans cannot be reasonably estimated. Refer to Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for more information regarding these multiemployer benefit plans.

Off-Balance Sheet Arrangements and Other Commercial Commitments

The terms of our construction contracts frequently require that we obtain from surety companies, and provide to our customers, surety bonds as a condition to the award of such contracts. These surety bonds are issued in return for premiums, which vary depending on the size and type of the bond, and secure our payment and performance obligations under such contracts. We have agreed to indemnify the surety companies for amounts, if any, paid by them in respect of surety bonds issued on our behalf. As of December 31, 2022, based on the percentage-of-completion of our projects covered by surety bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $1.5 billion, which represents approximately 20% of our total remaining performance obligations.

Surety bonds expire at various times ranging from final completion of a project to a period extending beyond contract completion in certain circumstances. Such amounts can also fluctuate from period to period based upon the mix and level of our bonded operating activity. For example, public sector contracts require surety bonds more frequently than private sector contracts and, accordingly, our bonding requirements typically increase as the amount of our public sector work increases. Our estimated maximum exposure as it relates to the value of the surety bonds outstanding is lowered on each bonded project as the cost to complete is reduced, and each commitment under a surety bond generally extinguishes concurrently with the expiration of its related contractual obligation.

Surety bonds are sometimes provided to secure obligations for wages and benefits payable to or for certain of our employees, at the request of labor unions representing such employees. In addition, surety bonds or letters of credit may be issued as collateral for certain insurance obligations. As of December 31, 2022, we satisfied approximately $48.1 million and $71.2 million of the collateral requirements of our insurance programs by utilizing surety bonds and letters of credit, respectively. All such letters of credit were issued under our revolving credit facility, therefore reducing the available capacity of such facility.

We are not aware of any losses in connection with surety bonds that have been posted on our behalf, and we do not expect to incur significant losses in the foreseeable future.

From time to time, we discuss with our current and other surety bond providers the amounts of surety bonds that may be available to us based on our financial strength and the absence of any default by us on any surety bond issued on our behalf and believe those amounts are currently adequate for our needs. However, if we experience changes in our bonding relationships or if there are adverse changes in the surety industry, we may: (a) seek to satisfy certain customer requests for surety bonds by posting other forms of collateral in lieu of surety bonds, such as letters of credit, parent company guarantees, or cash, in order to convince customers to forego the requirement for surety bonds, (b) increase our activities in our businesses that rarely require surety bonds, and/or (c) refrain from bidding for certain projects that require surety bonds.

There can be no assurance that we would be able to effectuate alternatives to providing surety bonds to our customers or to obtain, on favorable terms, sufficient additional work that does not require surety bonds. Accordingly, a reduction in the availability of surety bonds could have a material adverse effect on our financial position, results of operations, and/or cash flows.

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

We do not have any other material financial guarantees or off-balance sheet arrangements other than those disclosed herein.

Other Items

To help mitigate the impacts of greenhouse gas emissions on climate change, EMCOR has established initial carbon-based fuel consumption and greenhouse gas emission reduction targets, and has committed to setting science-based targets. Although to date we have not incurred any material costs or capital expenditures associated with achieving our targets, we could be required to expend amounts in future periods as we continue to work towards our goals. During 2022, EMCOR purchased carbon credits totaling 31,000 metric tons, for approximately $0.2 million. It is not possible, at this time, to estimate the impact that future costs and/or capital expenditures may have on our business, financial condition, results of operations, or liquidity.

New Accounting Pronouncements

We review new accounting standards to determine the expected impact, if any, that the adoption of such standards will have on our financial position and/or results of operations. See Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding new accounting standards, including the anticipated dates of adoption and the effects on our consolidated financial position, results of operations, or liquidity.

Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements is based on the application of significant accounting policies, which require management to make estimates and assumptions. Our significant accounting policies are described further in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. We base our estimates on historical experience, known or expected trends, third-party valuations, and various other assumptions that we believe to be reasonable under the circumstances. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. There have been no significant changes to our critical accounting policies or methods for the year ended December 31, 2022. We believe the following critical accounting policies govern the more significant judgments and estimates used in the preparation of our financial statements.

Revenue Recognition from Contracts with Customers

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services by applying the following five step model: (1) identify the contract with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; (5) recognize revenue as performance obligations are satisfied.

The nature of our contracts gives rise to several types of variable consideration, including pending change orders and claims; contract bonuses and incentive fees; and liquidated damages and penalties. We recognize revenue for such variable consideration when it is probable, in our judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved. The Company estimates the amount of variable consideration to be included in the transaction price utilizing one of two prescribed methods, depending on which method better predicts the amount of consideration to which the entity will be entitled.

Due to uncertainties inherent in the estimation process, as well as the significant judgment involved in determining variable consideration, it is possible that estimates of costs to complete a performance obligation, and/or our estimates of transaction prices, will be revised in the near term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, or changes in the estimate of transaction prices, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made.

Based on an evaluation of individual projects that had revisions to total estimated costs or anticipated contract value, which resulted in a reduction of profitability in excess of $1.0 million, our operating results were negatively impacted by approximately $48.5 million during the year ended December 31, 2022. Of this amount, approximately $33.5 million was reported within our United States electrical construction and facilities services segment, approximately $13.7 million was reported within our United States mechanical construction and facilities services segment, and approximately $1.3 million was reported within our United States building services segment. There were no increases in total estimated costs or reductions to anticipated contract value that had a significant impact on our operating results during each of the years ended December 31, 2021 and 2020. Additionally, there were no significant amounts of revenue recognized during the years ended December 31, 2022 or 2021 related to performance obligations satisfied in prior periods. During the year ended December 31, 2020, we recognized revenue of $6.1 million associated with the final settlement of contract value for two projects within our United States electrical construction and facilities services segment that were completed or substantially completed in prior periods.

Due to the significant judgments utilized in the estimation process described above, if subsequent actual results and/or updated assumptions, estimates, or projections related to our underlying project positions were to change from those utilized at December 31, 2022, it could result in a material impact to our results of operations. For example, a 50 basis point increase or decrease in the estimated gross profit margin on our uncompleted construction projects, in the aggregate, as a result of a revision in estimated costs to complete a performance obligation or a revision in estimated transaction price, would have resulted in an increase or decrease to operating income of nearly $90 million for the year ended December 31, 2022.

See Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further disclosure regarding revenue recognition.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are recognized in the period we deliver goods or provide services to our customers or when our right to consideration is unconditional. The Company maintains an allowance for credit losses to reduce outstanding receivables to their net realizable value. A considerable amount of judgment is required when determining expected credit losses. Estimates of such losses are recorded when we believe a customer, or group of customers, may not be able to meet their financial obligations due to deterioration in financial condition or credit rating. Factors relevant to our assessment include our prior collection history with our customers, the related aging of past due balances, projections of credit losses based on historical trends in credit quality indicators or past events, and forecasts of future economic conditions. In addition to monitoring delinquent accounts, management reviews the credit quality of its receivables by, among other things, obtaining credit ratings of significant customers, assessing economic and market conditions, and evaluating material changes to a customer's business, cash flows, and financial condition.

At December 31, 2022 and 2021, our accounts receivable of $2,567.4 million and $2,204.5 million, respectively, were recorded net of allowances for credit losses of $22.4 million and $23.5 million, respectively. The decrease in our allowance for credit losses was attributable to the write-off of specific amounts deemed uncollectible, partially offset by the provision for credit losses recorded during 2022. We have adjusted our allowance for credit losses during 2022 to account for the impact of changing economic conditions, including rising interest rates. Allowances for credit losses are based on the best facts available and are reassessed and adjusted on a regular basis as additional information is received.

The provision for credit losses during 2022, 2021, and 2020 amounted to approximately $5.2 million, $8.0 million, and $3.3 million, respectively. The decrease in the provision for credit losses for the year ended December 31, 2022, when compared to the year ended December 31, 2021, was a result of the impact, in 2021, of $5.8 million of reserves established in connection with two customer bankruptcies within our United States industrial services segment. Such reduction was partially offset by incremental expense taken during 2022, which primarily resulted from the aforementioned change in economic conditions.

Should anticipated collections fail to materialize, or if future economic conditions compare unfavorably to our forecasts, we could experience an increase in our allowances for credit losses. For example, if economic conditions were to significantly deteriorate, such as to those experienced during the last global financial crisis, the portion of our allowance for credit losses, which is estimated based on our historical credit loss experience, could increase by up to approximately $12.5 million.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability, and property claims, have self-insured retentions for certain other casualty claims, and are self-insured for employee-related healthcare claims. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary to determine the best estimate for the majority of these obligations. We believe the liabilities recognized on the Consolidated Balance Sheets for these obligations are adequate. However, such obligations are difficult to assess and estimate due to numerous factors, including severity of injury, determination of liability in proportion to other parties, timely reporting of occurrences, and effectiveness of safety and risk management programs. Therefore, if our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and will be recorded in the period that the experience becomes known. In addition, as discussed above, an increase in the cost to settle insurance claims could result in higher insurance costs and deductibles. Our estimated net insurance liabilities for workers' compensation, automobile liability, general liability, and property claims increased by $22.9 million for the year ended December 31, 2022 compared to the year ended December 31, 2021, partially as a result of greater potential exposures and an increase in certain of our deductibles or self-insured retentions. If our estimated insurance liabilities for workers' compensation, automobile liability, general liability, and property claims were to increase by 10%, it would have resulted in $20.1 million of additional expense for the year ended December 31, 2022.

Income Taxes

As of December 31, 2022 and 2021, we had net deferred income tax liabilities of $61.6 million and $51.0 million, respectively, primarily resulting from differences between the carrying value and income tax bases of certain identifiable intangible assets, goodwill, and depreciable fixed assets. Included within these net deferred income tax liabilities are $211.9 million and $212.3 million of deferred income tax assets as of December 31, 2022 and 2021, respectively. The total valuation allowance on deferred income tax assets was approximately $3.6 million and $2.5 million as of December 31, 2022 and 2021, respectively. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Based on our taxable income, which has generally exceeded the amount of our net deferred income tax asset balance, as well as current projections of future taxable income, we have determined that it is more likely than not that our net deferred income tax assets will be realized. However, revisions to our forecasts or declining macroeconomic conditions could result in changes to our assessment of the realization of these deferred income tax assets. Refer to Note 11 - Income Taxes of the notes to consolidated financial statements in Item 8. Financial Statements and Supplementary Data for further detail regarding our deferred income taxes.

Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets

Goodwill

As of December 31, 2022 and 2021, we had goodwill of $919.2 million and $890.3 million, respectively, arising out of the acquisition of businesses. Goodwill is not amortized but instead allocated to its respective reporting unit and evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. We have determined that our reporting units are consistent with the reportable segments identified in Note 18 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. As of December 31, 2022, approximately 19.4% of our goodwill related to our United States electrical construction and facilities services segment, approximately 34.3% related to our United States mechanical construction and facilities services segment, approximately 33.9% related to our United States building services segment, and approximately 12.4% related to our United States industrial services segment.

Absent any earlier identified impairment indicators, we perform our annual goodwill impairment assessment on October 1 each fiscal year. Qualitative indicators that may trigger the need for interim quantitative impairment testing include, among others, a deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or an expectation of selling or disposing of a portion of a reporting unit. Additionally, an interim impairment test may be triggered by a significant change in business climate, a loss of a significant customer, increased competition, or a sustained decrease in share price. In assessing whether our goodwill is impaired, we compare the fair value of the reporting unit to its carrying amount, including goodwill. If the fair value exceeds the carrying amount, no impairment is recognized. However, if the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is impaired and an impairment loss in the amount of the excess is recognized and charged to operations.

We performed our annual impairment assessment of all reporting units as of October 1, 2022 and determined there was no impairment of goodwill. Based on these impairment assessments, the fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment exceeded their carrying values by approximately $1,135.3 million, $2,580.5 million, $1,035.9 million, and $48.0 million, respectively.

In completing our annual impairment assessment, we determined the fair value of each of our reporting units using an income approach whereby fair value was calculated utilizing discounted estimated future cash flows, assuming a risk-adjusted industry weighted average cost of capital. The weighted average cost of capital used in our annual impairment testing was 10.3% for our United States construction segments, 10.2% for our United States building services segment, and 11.2% for our United States industrial services segment. These weighted average cost of capital estimates were developed with the assistance of an independent third-party valuation specialist and reflect the overall level of inherent risk within the respective reporting unit and the rate of return a market participant would expect to earn.

Our cash flow projections were derived from our most recent internal forecasts of anticipated revenue growth rates and operating margins, with cash flows beyond the discrete forecast period estimated using a terminal value calculation which incorporated historical and forecasted trends, an estimate of long-term growth rates, and assumptions about the future demand for our services. The perpetual growth rate used for our annual testing was 2.5% for all of our reporting units.

Due to the inherent uncertainties involved in making estimates, our assumptions may change in future periods. Estimates and assumptions made for purposes of our goodwill impairment testing may prove to be inaccurate predictions of the future, and other factors used in assessing fair value, such as the weighted average cost of capital, are outside the control of management. Unfavorable changes in certain of these key assumptions may affect future testing results. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average cost of capital would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $90.9 million, $172.1 million, $92.8 million, and $24.1 million, respectively. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $45.0 million, $94.2 million, $48.1 million, and $9.2 million, respectively. Given the amounts by which the fair value exceeds the carrying value for each of our reporting units, the decreases in estimated fair values described above would not have significantly impacted the results of our impairment tests. Further, for each of our reporting units, other than our United States industrial services segment, a 10% decline in the estimated fair value of such reporting unit, due to other changes in our assumptions, including forecasted future cash flows, would not have significantly impacted the results of our impairment tests. In the case of our United States industrial services segment, however, a 10% decrease would cause the estimated fair value of this reporting unit to approximate its carrying value.

Identifiable Intangible Assets and Other Long-Lived Assets

As of December 31, 2022 and 2021, net identifiable intangible assets (primarily consisting of our customer relationships, subsidiary trade names, developed technology/vendor network, and contract backlog) arising out of the acquisition of businesses were $594.0 million and $589.4 million, respectively. The determination of related estimated useful lives for identifiable intangible assets and whether those assets are impaired involves significant judgments based upon short- and long-term projections of future performance. These forecasts reflect assumptions regarding anticipated macroeconomic conditions as well as our ability to successfully integrate acquired businesses.

Absent earlier indicators of impairment, we test for impairment of subsidiary trade names that are not subject to amortization on an annual basis (October 1). In addition, we review for impairment of identifiable intangible assets that are being amortized as well as other long-lived assets whenever facts and circumstances indicate that their carrying values may not be fully recoverable.

As of October 1, 2022, we performed our annual impairment testing of all subsidiary trade names that are not subject to amortization and determined that there was no impairment of these assets. In performing this impairment assessment, we considered the sensitivity of the reported amounts to the methods, assumptions, and estimates underlying our testing. For example, we performed sensitivity analyses and concluded that, individually, none of the following changes in estimates or assumptions would have significantly impacted the results of our testing or resulted in a material impairment of our subsidiary trade names: (a) a 50 basis point increase in the discount rate utilized in our testing, (b) a 50 basis point decline in the perpetual growth rate utilized in our testing, or (c) a 10% decrease in the estimated fair value of each trade name.

With respect to identifiable intangible assets that are being amortized as well as other long-lived assets, no impairment was recognized during the year ended December 31, 2022.

Other Considerations

As referenced above, impairment testing is based upon assumptions and estimates determined by management from a review of our operating results and business plans as well as forecasts of anticipated growth rates and margins, among other considerations. In addition, estimates of weighted average costs of capital are developed with the assistance of an independent third-party valuation specialist. These assumptions and estimates may change in future periods. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges, particularly with respect to our United States industrial services segment given that the fair value of this reporting unit more closely approximates its carrying value. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations.

Refer to Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information about our goodwill and identifiable intangible assets as well as our impairment testing, including the $232.8 million of impairment charges recorded during the year ended December 31, 2020. For the year ended December 31, 2021, no impairment of our goodwill, identifiable intangible assets, or other long-lived assets was recognized.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have not used any derivative financial instruments during the years ended December 31, 2022 and 2021, including trading or speculating on changes in interest rates or commodity prices of materials used in our business.

As noted previously, the Federal Reserve Board has been increasing interest rates, and it is anticipated that rate increases will continue throughout 2023. We are exposed to market risk for changes in interest rates for borrowings under the 2020 Credit Agreement, which provides for a revolving credit facility and a term loan. Borrowings under the 2020 Credit Agreement bear interest at variable rates and, as a result of the actions referenced above, such rates have increased throughout 2022. For further information on our outstanding debt and borrowing rates, refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. As of December 31, 2022, there were no direct borrowings outstanding under the 2020 Revolving Credit Facility; however, the balance of the 2020 Term Loan was $242.8 million. Based on the $242.8 million of borrowings outstanding under the 2020 Credit Agreement, if overall interest rates were to increase by 200 basis points, interest expense, net of income taxes, would increase by approximately $3.6 million in the next twelve months. Conversely, if overall interest rates were to decrease by 200 basis points, interest expense, net of income taxes, would decrease by approximately $3.6 million in the next twelve months. The 2020 Credit Agreement expires on March 2, 2025.

At the end of 2021, one-week and two-month LIBOR were discontinued. It is expected that the remaining maturities of LIBOR will continue to be published through June 2023. We believe our exposure to market risk associated with the discontinuation of LIBOR is limited as: (a) our 2020 Credit Agreement contains provisions which allow for the use of alternate benchmark rates, (b) we have not historically utilized the maturities that were discontinued in 2021 for any transaction, including borrowings under our 2020 Credit Agreement, and (c) we are not exposed to any other material contracts that reference LIBOR.

We are exposed to construction market risk and its potential related impact on accounts receivable or contract assets on uncompleted contracts. The amounts recorded may be at risk if our customers' ability to pay these obligations is negatively impacted by economic conditions. We continually monitor the creditworthiness of our customers and maintain on-going discussions with customers regarding contract status with respect to change orders and billing terms. Therefore, we believe we take appropriate action to manage market and other risks, but there is no assurance that we will be able to reasonably identify all risks with respect to the collectability of these assets. See also the previous discussion of Accounts Receivable and Allowance for Credit Losses under the heading "Critical Accounting Policies and Estimates" in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Amounts invested in our foreign operations are translated into U.S. dollars at the exchange rates in effect at year end. The resulting translation adjustments are recorded as accumulated other comprehensive (loss) income, a component of equity, in the Consolidated Balance Sheets. We believe our exposure to the effects that fluctuating foreign currencies may have on our consolidated results of operations is limited because our foreign operations primarily invoice customers and collect obligations in their respective local currencies. Additionally, expenses associated with these transactions are generally contracted and paid for in their same local currencies.

In addition, we are exposed to market risk of fluctuations in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our construction, building services, and industrial services operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of approximately 13,200 vehicles. While we believe we can increase our contract prices to adjust for some price increases in commodities, there can be no assurance that such price increases, if they were to occur, would be recoverable. Additionally, our fixed price contracts generally do not allow us to adjust our prices and, as a result, increases in material costs could reduce our profitability with respect to projects in progress. Refer to Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations for further discussion regarding the impact of fluctuations in commodity and material prices on our results of operations for the year ended December 31, 2022.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)

	December 31, 2022	December 31, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	$ 456,439	$ 821,345
Accounts receivable, less allowance for credit losses of $22,382 and $23,534, respectively	2,567,371	2,204,519
Contract assets	273,176	230,143
Inventories	85,641	54,098
Prepaid expenses and other	79,346	80,889
Total current assets	3,461,973	3,390,994
Property, plant and equipment, net	157,819	152,066
Operating lease right-of-use assets	268,063	260,778
Goodwill	919,151	890,268
Identifiable intangible assets, net	593,975	589,365
Other assets	123,626	157,975
Total assets	$ 5,524,607	$ 5,441,446
LIABILITIES AND EQUITY		
Current liabilities:		
Current maturities of long-term debt and finance lease liabilities	$ 15,567	$ 16,235
Accounts payable	849,284	734,275
Contract liabilities	1,098,263	788,134
Accrued payroll and benefits	465,000	490,867
Other accrued expenses and liabilities	258,190	274,406
Operating lease liabilities, current	67,218	57,814
Total current liabilities	2,753,522	2,361,731
Long-term debt and finance lease liabilities	231,625	245,450
Operating lease liabilities, long-term	220,764	220,836
Other long-term obligations	344,405	360,340
Total liabilities	3,550,316	3,188,357
Equity:		
EMCOR Group, Inc. stockholders' equity:		
Preferred stock, $0.10 par value, 1,000,000 shares authorized, zero issued and outstanding	—	—
Common stock, $0.01 par value, 200,000,000 shares authorized, 60,947,947 and 60,737,006 shares issued, respectively	609	607
Capital surplus	74,795	61,874
Accumulated other comprehensive loss	(93,451)	(83,562)
Retained earnings	3,214,281	2,835,504
Treasury stock, at cost 13,281,222 and 7,437,268 shares, respectively	(1,222,645)	(562,036)
Total EMCOR Group, Inc. stockholders' equity	1,973,589	2,252,387
Noncontrolling interests	702	702
Total equity	1,974,291	2,253,089
Total liabilities and equity	$ 5,524,607	$ 5,441,446

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS
For The Years Ended December 31,
(In thousands, except per share data)

	2022	2021	2020
Revenues	$ 11,076,120	$ 9,903,580	$ 8,797,061
Cost of sales	9,472,526	8,401,843	7,401,679
Gross profit	1,603,594	1,501,737	1,395,382
Selling, general and administrative expenses	1,038,717	970,937	903,584
Restructuring expenses	—	—	2,214
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	—	—	232,750
Operating income	564,877	530,800	256,834
Net periodic pension (cost) income	4,311	3,625	2,980
Interest expense	(13,199)	(6,071)	(9,009)
Interest income	2,761	949	1,521
Income before income taxes	558,750	529,303	252,326
Income tax provision	152,628	145,602	119,383
Net income including noncontrolling interests	406,122	383,701	132,943
Net income attributable to noncontrolling interests	—	169	—
Net income attributable to EMCOR Group, Inc.	$ 406,122	$ 383,532	$ 132,943
Basic earnings per common share	$ 8.13	$ 7.09	$ 2.41
Diluted earnings per common share	$ 8.10	$ 7.06	$ 2.40
Dividends declared per common share	$ 0.54	$ 0.52	$ 0.32

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For The Years Ended December 31,
(In thousands)

	2022	2021	2020
Net income including noncontrolling interests	$ 406,122	$ 383,701	$ 132,943
Other comprehensive (loss) income, net of tax:			
Foreign currency translation adjustments	(10,786)	(360)	2,088
Changes in post retirement plans [(1)]	897	26,031	(22,033)
Other comprehensive (loss) income	(9,889)	25,671	(19,945)
Comprehensive income	396,233	409,372	112,998
Comprehensive income attributable to noncontrolling interests	—	169	—
Comprehensive income attributable to EMCOR Group, Inc.	$ 396,233	$ 409,203	$ 112,998

(1) Net of tax (provision) benefit of $(0.3) million, $(8.7) million, and $5.1 million for the years ended December 31, 2022, 2021, and 2020, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS
For The Years Ended December 31,
(In thousands)

	2022	2021	2020
Cash flows - operating activities:			
Net income including noncontrolling interests	$ 406,122	$ 383,701	$ 132,943
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	47,296	48,347	46,721
Amortization of identifiable intangible assets	61,315	64,089	59,950
Provision for credit losses	5,166	8,041	3,269
Deferred income taxes	10,483	9,517	(36,354)
Gain on sale or disposal of property, plant and equipment	(6,393)	(782)	(122)
Excess tax benefits from share-based compensation	(1,654)	(828)	(191)
Equity (income) loss from unconsolidated entities	(391)	1,170	(14)
Non-cash expense for amortization of debt issuance costs	960	960	998
Non-cash expense from contingent consideration arrangements	1,610	1,810	649
Non-cash expense for impairment of goodwill, identifiable intangible assets, and other long-lived assets	—	—	232,750
Non-cash share-based compensation expense	12,125	11,107	11,151
Distributions from unconsolidated entities	400	44	—
Changes in operating assets and liabilities, excluding the effect of businesses acquired:			
(Increase) decrease in accounts receivable	(340,091)	(246,856)	139,377
Increase in inventories	(31,541)	(116)	(12,709)
(Increase) decrease in contract assets	(44,725)	(50,648)	7,829
Increase (decrease) in accounts payable	111,488	54,849	(9,022)
Increase in contract liabilities	299,897	44,713	85,142
(Decrease) increase in accrued payroll and benefits and other accrued expenses and liabilities	(30,025)	46,573	113,835
Changes in other assets and liabilities, net	(4,109)	(56,874)	30,164
Net cash provided by operating activities	497,933	318,817	806,366
Cash flows - investing activities:			
Payments for acquisitions of businesses, net of cash acquired	(98,656)	(118,239)	(50,357)
Proceeds from sale or disposal of property, plant and equipment	7,145	2,754	3,463
Purchases of property, plant and equipment	(49,289)	(36,192)	(47,969)
Investments in and advances to unconsolidated entities	—	(1,595)	—
Distributions from unconsolidated entities	—	196	—
Net cash used in investing activities	(140,800)	(153,076)	(94,863)
Cash flows - financing activities:			
Proceeds from revolving credit facility	270,000	—	200,000
Repayments of revolving credit facility	(270,000)	—	(250,000)
Proceeds from long-term debt	—	—	300,000
Repayments of long-term debt and debt issuance costs	(13,875)	(13,875)	(286,987)
Repayments of finance lease liabilities	(3,551)	(4,189)	(4,470)
Dividends paid to stockholders	(27,187)	(28,163)	(17,674)
Repurchases of common stock	(660,609)	(195,546)	(112,553)
Taxes paid related to net share settlements of equity awards	(7,539)	(4,210)	(2,640)
Issuances of common stock under employee stock purchase plan	8,177	7,328	6,557
Payments for contingent consideration arrangements	(5,534)	(6,758)	(4,070)
Distributions to noncontrolling interests	—	(43)	(70)
Net cash used in financing activities	(710,118)	(245,456)	(171,907)
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(12,515)	(1,279)	4,046
(Decrease) increase in cash, cash equivalents, and restricted cash	(365,500)	(80,994)	543,642
Cash, cash equivalents, and restricted cash at beginning of year [(1)]	822,568	903,562	359,920
Cash, cash equivalents, and restricted cash at end of period [(1)]	$ 457,068	$ 822,568	$ 903,562

(1) Includes $0.6 million, $1.2 million, $0.7 million, and $1.1 million of restricted cash classified as "Prepaid expenses and other" in the Consolidated Balance Sheets as of December 31, 2022, 2021, 2020, and 2019, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF EQUITY

For The Years Ended December 31,

(In thousands)

		EMCOR Group, Inc. Stockholders					
	Total	Common stock	Capital surplus	Accumulated other comprehensive loss [1]	Retained earnings	Treasury stock	Noncontrolling interests
Balance, December 31, 2019	$ 2,057,780	$ 604	$ 32,274	$ (89,288)	$ 2,367,481	$ (253,937)	$ 646
Net income including noncontrolling interests	132,943	—	—	—	132,943	—	—
Other comprehensive loss	(19,945)	—	—	(19,945)	—	—	—
Cumulative-effect adjustment [2]	(2,307)	—	—	—	(2,307)	—	—
Common stock issued under share-based compensation plans	2	2	—	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(2,640)	—	(2,640)	—	—	—	—
Common stock issued under employee stock purchase plan	6,557	—	6,557	—	—	—	—
Common stock dividends	(17,674)	—	122	—	(17,796)	—	—
Repurchases of common stock	(112,553)	—	—	—	—	(112,553)	—
Distributions to noncontrolling interests	(70)	—	—	—	—	—	(70)
Share-based compensation expense	11,151	—	11,151	—	—	—	—
Balance, December 31, 2020	$ 2,053,244	$ 606	$ 47,464	$ (109,233)	$ 2,480,321	$ (366,490)	$ 576
Net income including noncontrolling interests	383,701	—	—	—	383,532	—	169
Other comprehensive income	25,671	—	—	25,671	—	—	—
Common stock issued under share-based compensation plans	—	1	(1)	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(4,210)	—	(4,210)	—	—	—	—
Common stock issued under employee stock purchase plan	7,328	—	7,328	—	—	—	—
Common stock dividends	(28,163)	—	186	—	(28,349)	—	—
Repurchases of common stock	(195,546)	—	—	—	—	(195,546)	—
Distributions to noncontrolling interests	(43)	—	—	—	—	—	(43)
Share-based compensation expense	11,107	—	11,107	—	—	—	—
Balance, December 31, 2021	$ 2,253,089	$ 607	$ 61,874	$ (83,562)	$ 2,835,504	$ (562,036)	$ 702
Net income including noncontrolling interests	406,122	—	—	—	406,122	—	—
Other comprehensive loss	(9,889)	—	—	(9,889)	—	—	—
Common stock issued under share-based compensation plans	2	2	—	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(7,539)	—	(7,539)	—	—	—	—
Common stock issued under employee stock purchase plan	8,177	—	8,177	—	—	—	—
Common stock dividends	(27,187)	—	158	—	(27,345)	—	—
Repurchases of common stock	(660,609)	—	—	—	—	(660,609)	—
Share-based compensation expense	12,125	—	12,125	—	—	—	—
Balance, December 31, 2022	$ 1,974,291	$ 609	$ 74,795	$ (93,451)	$ 3,214,281	$(1,222,645)	$ 702

(1) Represents cumulative foreign currency translation and post retirement liability adjustments of $(8.3) million and $(85.2) million, respectively, as of December 31, 2022, $2.5 million and $(86.1) million, respectively, as of December 31, 2021, and $2.9 million and $(112.1) million, respectively, as of December 31, 2020.

(2) Represents adjustment to retained earnings upon the adoption of Accounting Standards Codification Topic 326.

The accompanying notes to consolidated financial statements are an integral part of these statements.

NOTE 1 - NATURE OF OPERATIONS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, industrial, healthcare, utility, and institutional customers through approximately 100 operating subsidiaries, which specialize principally in providing construction services relating to electrical and mechanical systems in all types of facilities and in providing various services relating to the operation, maintenance, and management of those facilities.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and the subsidiaries and joint ventures it controls. All intercompany accounts and transactions have been eliminated. Investments over which we exercise significant influence, but do not control, are accounted for using the equity method of accounting. For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interests represent the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not the primary beneficiary of the joint venture.

The results of operations of companies acquired have been included in the results of operations from the date of the respective acquisition.

Principles of Preparation

The preparation of the consolidated financial statements, in conformity with accounting principles generally accepted in the United States, requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

Our reportable segments and related disclosures reflect certain reclassifications of prior year amounts from our United States mechanical construction and facilities services segment to our United States building services segment, and from our United States building services segment to our United States construction segments, due to changes in our internal reporting structure aimed at realigning our service offerings.

Revenue Recognition

Revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. Refer to Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements for additional information.

Cash and Cash Equivalents

For purposes of the consolidated financial statements, we consider all highly liquid instruments with original maturities of three months or less to be cash equivalents. We maintain a centralized cash management system whereby our excess cash balances are invested in high quality short-term money market instruments, which are considered cash equivalents. We have cash balances in certain of our domestic bank accounts that exceed federally insured limits.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are recognized in the period we deliver goods and services to our customers or when our right to consideration is unconditional. The Company maintains an allowance for credit losses to reduce outstanding receivables to their net realizable value. A considerable amount of judgment is required when determining expected credit losses. Estimates of such losses are recorded when we believe a customer, or group of customers, may not be able to meet their financial obligations due to deterioration in financial condition or credit rating. Factors relevant to our assessment include our prior collection history with our customers, the related aging of past due balances, projections of credit losses based on historical trends in credit quality indicators or past events, and forecasts of future economic conditions. In addition to monitoring delinquent accounts, management reviews the credit quality of its receivables by, among other things, obtaining credit ratings of significant customers, assessing economic and market conditions, and evaluating material changes to a customer's business, cash flows, and financial condition.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

At December 31, 2022 and 2021, our accounts receivable of $2,567.4 million and $2,204.5 million, respectively, were recorded net of allowances for credit losses of $22.4 million and $23.5 million, respectively. The decrease in our allowance for credit losses was attributable to the write-off of specific amounts deemed uncollectible, partially offset by the provision for credit losses recorded during 2022. We have adjusted our allowance for credit losses during 2022 to account for the impact of changing economic conditions, including rising interest rates. Allowances for credit losses are based on the best facts available and are reassessed and adjusted on a regular basis as additional information is received. Should anticipated collections fail to materialize, or if future economic conditions compare unfavorably to our forecasts, we could experience an increase in our credit losses. The provision for credit losses during 2022, 2021, and 2020 amounted to approximately $5.2 million, $8.0 million, and $3.3 million, respectively.

The change in the allowance for credit losses for the year ended December 31, 2022 was as follows (in thousands):

Balance at December 31, 2021	$	23,534
Provision for credit losses		5,166
Amounts written off against the allowance, net of recoveries		(6,318)
Balance at December 31, 2022	$	22,382

Inventories

Inventories are stated at the lower of cost or net realizable value. Cost is determined principally using the average cost method.

Leases

At the inception of a contract, we determine whether the arrangement is or contains a lease. Leases are classified as either operating or finance, based on our evaluation of certain criteria. With the exception of short-term leases (leases with an initial term of 12 months or less), we record right-of-use assets and corresponding lease liabilities on the Consolidated Balance Sheets for all leases with contractual fixed payments. Lease liabilities are measured at the present value of remaining lease payments, while right-of-use assets are initially set equal to the lease liability, as adjusted for any payments made prior to lease commencement, lease incentives, and any initial direct costs incurred by us. For operating leases, rent expense is recognized on a straight-line basis over the term of the lease, and right-of-use assets are subsequently re-measured to reflect the effect of uneven lease payments. For finance leases, right-of-use assets are amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset. Expenses for finance leases include the amortization of right-of-use assets, which is recorded as depreciation and amortization expense, and interest expense, which reflects interest accrued on the lease liability.

Short-term leases are not recorded on the Consolidated Balance Sheets but are expensed on a straight-line basis over the lease term. The majority of the Company's short-term leases relate to equipment used on construction projects. Such equipment leases are considered short-term in nature unless it is reasonably certain that the equipment will be leased for a period greater than 12 months.

Refer to Note 16 - Leases of the notes to consolidated financial statements for additional information.

Property, Plant and Equipment

Property, plant and equipment is stated at cost. Depreciation, including amortization of assets under finance leases, is recorded principally using the straight-line method over estimated useful lives of 3 to 10 years for machinery and equipment, 3 to 7 years for vehicles, furniture and fixtures and computer hardware/software, and 25 years for buildings. Leasehold improvements are amortized over the shorter of the remaining lease term or the expected useful life of the improvement.

The carrying values of property, plant and equipment are reviewed for impairment whenever facts and circumstances indicate that the carrying amount may not be fully recoverable. In performing this review for recoverability, property, plant and equipment is assessed for possible impairment by comparing their carrying values to the undiscounted net pre-tax cash flows expected to result from the use of the asset. Impaired assets are written down to their fair values, generally determined based on their estimated future discounted cash flows.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets

Goodwill and indefinite-lived intangible assets, such as trade names, are evaluated at least annually for impairment (each October 1, absent any earlier identified impairment indicators) and are written down if impaired. Identifiable intangible assets with finite lives are amortized over their useful lives and are reviewed for impairment whenever facts and circumstances indicate that their carrying values may not be fully recoverable. See Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements for additional information.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability, and property claims, have self-insured retentions for certain other casualty claims, and are self-insured for employee-related healthcare claims. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary to determine the best estimate for the majority of these obligations. As of December 31, 2022 and 2021, the estimated current portion of such undiscounted insurance liabilities, included in "Other accrued expenses and liabilities" in the accompanying Consolidated Balance Sheets, were $54.8 million and $61.5 million, respectively. The estimated non-current portion of such undiscounted insurance liabilities included in "Other long-term obligations" as of December 31, 2022 and 2021 were $221.7 million and $242.4 million, respectively. The current portion of anticipated insurance recoveries of $16.0 million and $26.4 million as of December 31, 2022 and 2021, respectively, were included in "Prepaid expenses and other" and the non-current portion of anticipated insurance recoveries of $59.0 million and $99.0 million as of December 31, 2022 and 2021, respectively, were included in "Other assets" in the accompanying Consolidated Balance Sheets. These balances decreased from December 31, 2021 primarily as a result of the payment, by our insurers, of certain claims for which we previously maintained a reserve and corresponding insurance receivable.

Foreign Operations

The financial statements and transactions of our foreign subsidiaries are maintained in their functional currency and translated into U.S. dollars when preparing our consolidated financial statements. Statements of operations, comprehensive income, and cash flows are translated using weighted average monthly exchange rates, while balance sheets are translated at month-end exchange rates. Translation adjustments are recorded as "Accumulated other comprehensive loss," a separate component of "Equity."

Income Taxes

The Company follows the liability method of accounting for income taxes. Under this method, deferred income tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement and income tax bases of assets and liabilities as well as for net operating loss and tax credit carryforwards. Deferred income taxes are valued using enacted tax rates expected to be in effect when income taxes are paid or recovered, with the effect of a change in tax laws or rates recognized in the statement of operations in the periods in which such change is enacted. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the period in which those temporary differences become deductible. Deferred income taxes are recorded net of a valuation allowance when it is more likely than not that all or a portion of a deferred tax asset will not be realized. In making such determination, we consider all available evidence, including projections of future taxable income, tax-planning strategies, and recent results of operations.

Tax benefits associated with uncertain tax positions are recognized only if it is more likely than not that the tax position would be sustained on its technical merits. For positions not meeting the "more likely than not" test, no tax benefit is recognized. To the extent interest and penalties may be assessed related to unrecognized tax benefits, we record accruals for such amounts as a component of the income tax provision. We had no unrecognized income tax benefits as of December 31, 2022 and 2021.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Valuation of Share-Based Compensation

Our share-based compensation plans and programs are administered by our Board of Directors or its Compensation and Personnel Committee. See Note 13 - Share-Based Compensation Plans of the notes to consolidated financial statements for additional information regarding these share-based compensation plans and programs.

We recognize all share-based payments issued to acquire goods or services in the statement of operations based on the fair value of such payments. Compensation expense related to share-based awards is generally recognized on a straight-line basis over the requisite service period, which is generally the vesting period. The benefits of tax deductions in excess of recognized compensation expense are recognized in the Consolidated Statements of Operations when the underlying awards vest or are settled.

New Accounting Pronouncements

The Company is currently evaluating the impact of an accounting standards update issued by the Financial Accounting Standards Board (the "FASB"), which provides temporary optional expedients and exceptions to existing U.S. GAAP. This guidance is aimed at easing the financial reporting burdens related to reference rate reform, including the market transition from LIBOR, or other interbank offered rates, to alternative reference rates. Such accounting pronouncement, as amended, allows entities to account for and present certain contract modifications, which occur before December 31, 2024 and result from the transition to an alternative reference rate, as an event that does not require remeasurement at the modification date or reassessment of a previous accounting determination. While we are still evaluating the impact of this pronouncement, we do not anticipate that it will have a material impact on our financial position and/or results of operations, as we are not exposed to any contracts that reference LIBOR, other than our credit agreement dated as of March 2, 2020, which contains provisions that allow for the amendment of such agreement to use alternative reference rates upon the discontinuation of LIBOR.

In October 2021, an accounting pronouncement was issued by the FASB that changes how an entity accounts for revenue contracts it acquires in a business combination. The pronouncement requires entities to apply the revenue recognition guidance within Accounting Standards Codification Topic 606 to recognize and measure contract assets and liabilities from contracts with customers in a business combination, creating an exception to the fair value recognition and measurement principle typically utilized when valuing acquired assets. The guidance is aimed at improving comparability by addressing when an acquirer should recognize a contract asset or contract liability, as well as how such assets and liabilities should be measured, and will generally result in companies recognizing contract assets and contract liabilities at amounts consistent with those recorded by the target entity prior to acquisition. This guidance is effective for public business entities for fiscal years beginning after December 15, 2022, with early adoption permitted. We do not believe that the adoption of this accounting pronouncement will have a material impact on our financial position and/or results of operations.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services by applying the following five step model:

(1) Identify the contract with a customer

A contract with a customer exists when: (a) the parties have approved the contract and are committed to perform their respective obligations, (b) the rights of the parties can be identified, (c) payment terms can be identified, (d) the arrangement has commercial substance, and (e) collectability of consideration is probable. Judgment is required when determining if the contractual criteria are met, specifically in the earlier stages of a project when a formally executed contract may not yet exist. In these situations, the Company evaluates all relevant facts and circumstances, including the existence of other forms of documentation or historical experience with our customers that may indicate a contractual agreement is in place and revenue should be recognized. In determining if the collectability of consideration is probable, the Company considers the customer's ability and intention to pay such consideration through an evaluation of several factors, including an assessment of the creditworthiness of the customer and our prior collection history with such customer.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

(2) Identify the performance obligations in the contract

At contract inception, the Company assesses the goods or services promised in a contract and identifies, as a separate performance obligation, each distinct promise to transfer goods or services to the customer. The identified performance obligations represent the "unit of account" for purposes of determining revenue recognition. In order to properly identify separate performance obligations, the Company applies judgment in determining whether each good or service provided is: (a) capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer, and (b) distinct within the context of the contract, whereby the transfer of the good or service to the customer is separately identifiable from other promises in the contract.

In addition, when assessing performance obligations within a contract, the Company considers the warranty provisions included within such contract. To the extent the warranty terms provide the customer with an additional service, other than assurance that the promised good or service complies with agreed upon specifications, such warranty is accounted for as a separate performance obligation. In determining whether a warranty provides an additional service, the Company considers each warranty provision in comparison to warranty terms which are standard in the industry.

Our contracts are often modified through change orders to account for changes in the scope and price of the goods or services we are providing. Although the Company evaluates each change order to determine whether such modification creates a separate performance obligation, the majority of our change orders are for goods or services that are not distinct within the context of our original contract and, therefore, are not treated as separate performance obligations.

(3) Determine the transaction price

The transaction price represents the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to our customers. The consideration promised within a contract may include fixed amounts, variable amounts, or both. To the extent the performance obligation includes variable consideration, including contract bonuses and penalties that can either increase or decrease the transaction price, the Company estimates the amount of variable consideration to be included in the transaction price utilizing one of two prescribed methods, depending on which method better predicts the amount of consideration to which the entity will be entitled. Such methods include: (a) the expected value method, whereby the amount of variable consideration to be recognized represents the sum of probability-weighted amounts in a range of possible consideration amounts, and (b) the most likely amount method, whereby the amount of variable consideration to be recognized represents the single most likely amount in a range of possible consideration amounts. When applying these methods, the Company considers all information that is reasonably available, including historical, current, and estimates of future performance. The expected value method is typically utilized in situations where a contract contains a large number of possible outcomes while the most likely amount method is typically utilized in situations where a contract has only two possible outcomes.

Variable consideration is included in the transaction price only to the extent it is probable, in the Company's judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved. This threshold is referred to as the variable consideration constraint. In assessing whether to apply the variable consideration constraint, the Company considers if factors exist that could increase the likelihood or the magnitude of a potential reversal of revenue, including, but not limited to, whether: (a) the amount of consideration is highly susceptible to factors outside of the Company's influence, such as the actions of third parties, (b) the uncertainty surrounding the amount of consideration is not expected to be resolved for a long period of time, (c) the Company's experience with similar types of contracts is limited or that experience has limited predictive value, (d) the Company has a practice of either offering a broad range of price concessions or changing the payment terms and conditions of similar contracts in similar circumstances, and (e) the contract has a large number and broad range of possible consideration amounts.

Pending change orders represent one of the most common forms of variable consideration included within contract value and typically represent contract modifications for which a change in scope has been authorized or acknowledged by our customer but the final adjustment to contract price is yet to be negotiated. In estimating the transaction price for pending change orders, the Company considers all relevant facts, including documented correspondence with the customer regarding acknowledgment of and/or agreement with the modification, as well as historical experience with the customer or similar contractual circumstances. Based upon this assessment, the Company estimates the transaction price, including whether the variable consideration constraint should be applied.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Contract claims are another form of variable consideration which is common within our industry. Claim amounts represent revenue that has been recognized for contract modifications that are not submitted or are in dispute as to both scope and price. In estimating the transaction price for claims, the Company considers all relevant facts available. However, given the uncertainty surrounding claims, including the potential long-term nature of dispute resolution and the broad range of possible consideration amounts, there is an increased likelihood that any additional contract revenue associated with contract claims is constrained. The resolution of claims involves negotiations and, in certain cases, litigation. In the event litigation costs are incurred by us in connection with claims, such litigation costs are expensed as incurred, although we may seek to recover these costs.

For some transactions, the receipt of consideration does not match the timing of the transfer of goods or services to the customer. For such contracts, the Company evaluates whether this timing difference represents a financing arrangement within the contract. Although rare, if a contract is determined to contain a significant financing component, the Company adjusts the promised amount of consideration for the effects of the time value of money when determining the transaction price of such contract. Although our customers may retain a portion of the contract price until completion of the project and final contract settlement, these retainage amounts are not considered a significant financing component as the intent of the withheld amounts is to provide the customer with assurance that we will complete our obligations under the contract rather than to provide financing to the customer. In addition, although we may be entitled to advanced payments from our customers on certain contracts, these advanced payments generally do not represent a significant financing component as the payments are used to meet working capital demands that can be higher in the early stages of a contract, as well as to protect us from our customer failing to meet its obligations under the contract.

Changes in the estimates of transaction prices are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. Such changes in estimates can result in the recognition of revenue in a current period for performance obligations which were satisfied or partially satisfied in prior periods. Such changes in estimates may also result in the reversal of previously recognized revenue if the ultimate outcome differs from the Company's previous estimate.

(4) Allocate the transaction price to the performance obligations in the contract

For contracts that contain multiple performance obligations, the Company allocates the transaction price to each performance obligation based on a relative standalone selling price. The Company determines the standalone selling price based on the price at which the performance obligation would have been sold separately in similar circumstances to similar customers. If the standalone selling price is not observable, the Company estimates the standalone selling price taking into account all available information such as market conditions and internal pricing guidelines. In certain circumstances, the standalone selling price is determined using an expected profit margin on anticipated costs related to the performance obligation.

(5) Recognize revenue as performance obligations are satisfied

The Company recognizes revenue at the time the related performance obligation is satisfied by transferring a promised good or service to its customers. A good or service is considered to be transferred when the customer obtains control. The Company can transfer control of a good or service and satisfy its performance obligations either over time or at a point in time. The Company transfers control of a good or service over time and, therefore, satisfies a performance obligation and recognizes revenue over time if one of the following three criteria are met: (a) the customer simultaneously receives and consumes the benefits provided by the Company's performance as we perform, (b) the Company's performance creates or enhances an asset that the customer controls as the asset is created or enhanced, or (c) the Company's performance does not create an asset with an alternative use to us, and we have an enforceable right to payment for performance completed to date.

For our performance obligations satisfied over time, we recognize revenue by measuring the progress toward complete satisfaction of that performance obligation. The selection of the method to measure progress towards completion can be either an input method or an output method and requires judgment based on the nature of the goods or services to be provided.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

For our construction contracts, revenue is generally recognized over time as our performance creates or enhances an asset that the customer controls as it is created or enhanced. Our fixed price construction projects generally use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. For our unit price construction contracts, progress towards complete satisfaction is measured through an output method, such as the number of units produced or delivered, when our performance does not produce significant amounts of work in process or finished goods prior to complete satisfaction of such performance obligations.

For our services contracts, revenue is also generally recognized over time as the customer simultaneously receives and consumes the benefits of our performance as we perform the service. For our fixed price service contracts with specified service periods, revenue is generally recognized on a straight-line basis over such service period when our inputs are expended evenly and the customer receives and consumes the benefits of our performance throughout the contract term.

The timing of revenue recognition for the manufacturing of new build heat exchangers within our United States industrial services segment depends on the payment terms of the contract, as our performance does not create an asset with an alternative use to us. For those contracts for which we have a right to payment for performance completed to date at all times throughout our performance, inclusive of a cancellation, we recognize revenue over time. For these performance obligations, we use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. However, for those contracts for which we do not have a right, at all times, to payment for performance completed to date, we recognize revenue at the point in time when control is transferred to the customer. For bill-and-hold arrangements, revenue is recognized when the customer obtains control of the heat exchanger, which may be prior to shipping if certain recognition criteria are met.

For certain of our revenue streams, such as call-out repair and service work, outage services, refinery turnarounds, and specialty welding services that are performed under time and materials contracts, our progress towards complete satisfaction of such performance obligations is measured using an output method as the customer receives and consumes the benefits of our performance completed to date.

Changes in Estimates

Due to uncertainties inherent in the estimation process, as well as the significant judgment involved in determining variable consideration, it is possible that estimates of costs to complete a performance obligation, and/or our estimates of transaction prices, will be revised in the near term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, or changes in the estimate of transaction prices, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicates a loss, a provision for the entire estimated loss on the unsatisfied performance obligation is made in the period in which the loss becomes evident.

Based on an evaluation of individual projects that had revisions to total estimated costs, or anticipated contract value, which resulted in a reduction of profitability in excess of $1.0 million, our operating results were negatively impacted by approximately $48.5 million during the year ended December 31, 2022. Of this amount, approximately $33.5 million was reported within our United States electrical construction and facilities services segment, approximately $13.7 million was reported within our United States mechanical construction and facilities services segment, and approximately $1.3 million was reported within our United States building services segment. There were no increases in total estimated costs or reductions to anticipated contract value that had a significant impact on our operating results during each of the years ended December 31, 2021 and 2020. Additionally, there were no significant amounts of revenue recognized during the years ended December 31, 2022 or 2021 related to performance obligations satisfied in prior periods. During the year ended December 31, 2020, we recognized revenue of $6.1 million associated with the final settlement of the contract value for two projects within our United States electrical construction and facilities services segment that were completed or substantially completed in prior periods.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Disaggregation of Revenues

Our revenues are principally derived from contracts to provide construction services relating to electrical and mechanical systems, as well as to provide a number of building services and industrial services to our customers. Our contracts are with many different customers in numerous industries. Refer to Note 18 - Segment Information of the notes to consolidated financial statements for additional information on how we disaggregate our revenues by reportable segment.

The following tables provide further disaggregation of our revenues by categories we use to evaluate our financial performance within each of our reportable segments (in thousands):

	2022	% of Total	2021	% of Total	2020	% of Total
United States electrical construction and facilities services:						
Commercial market sector	$ 1,320,392	54 %	$1,063,242	52 %	$ 970,576	53 %
Manufacturing market sector	301,606	12 %	230,894	11 %	241,415	13 %
Healthcare market sector	178,348	7 %	107,442	5 %	79,275	4 %
Institutional market sector	154,077	6 %	178,729	9 %	146,759	8 %
Transportation market sector	166,563	7 %	196,313	10 %	192,656	10 %
Water and wastewater market sector	21,251	1 %	14,962	1 %	6,882	1 %
Hospitality market sector	17,563	1 %	15,346	1 %	23,797	1 %
Short duration projects (1)	211,795	9 %	185,277	9 %	145,370	8 %
Service work	65,709	3 %	40,963	2 %	28,287	2 %
	2,437,304		2,033,168		1,835,017	
Less intersegment revenues	(4,190)		(3,275)		(5,038)	
Total segment revenues	$ 2,433,114		$2,029,893		$1,829,979	

	2022	% of Total	2021	% of Total	2020	% of Total
United States mechanical construction and facilities services:						
Commercial market sector	$ 1,711,772	39 %	$1,524,685	39 %	$1,315,973	37 %
Manufacturing market sector	632,332	15 %	579,176	15 %	486,753	14 %
Healthcare market sector	480,954	11 %	488,910	12 %	346,315	10 %
Institutional market sector	353,611	8 %	280,463	7 %	377,738	11 %
Transportation market sector	57,026	1 %	84,503	2 %	70,692	2 %
Water and wastewater market sector	261,500	6 %	213,315	5 %	185,996	5 %
Hospitality market sector	29,511	1 %	38,405	1 %	40,079	1 %
Short duration projects (1)	337,522	8 %	297,673	8 %	335,262	10 %
Service work	473,328	11 %	452,291	11 %	365,067	10 %
	4,337,556		3,959,421		3,523,875	
Less intersegment revenues	(10,882)		(6,835)		(7,086)	
Total segment revenues	$ 4,326,674		$3,952,586		$3,516,789	

(1) Represents those projects which generally are completed within three months or less.

	2022	% of Total	2021	% of Total	2020	% of Total
United States building services:						
Mobile mechanical services	$ 1,713,989	63 %	$1,560,120	64 %	$1,323,499	64 %
Commercial site-based services	810,210	30 %	680,351	28 %	587,346	28 %
Government site-based services	196,288	7 %	184,272	8 %	167,990	8 %
Total segment revenues	$ 2,720,487		$2,424,743		$2,078,835	

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

	2022	% of Total	2021	% of Total	2020	% of Total
United States industrial services:						
Field services	$ 972,894	87 %	$ 853,143	86 %	$ 813,872	86 %
Shop services	145,873	13 %	133,264	14 %	127,023	14 %
Total segment revenues	$ 1,118,767		$ 986,407		$ 940,895	
Total United States operations	$10,599,042		$9,393,629		$8,366,498	

	2022	% of Total	2021	% of Total	2020	% of Total
United Kingdom building services:						
Service work	$ 221,123	46 %	$ 261,889	51 %	$ 221,373	51 %
Project work	255,955	54 %	248,062	49 %	209,190	49 %
Total segment revenues	$ 477,078		$ 509,951		$ 430,563	
Total operations	$11,076,120		$9,903,580		$8,797,061	

Contract Assets and Contract Liabilities

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from our construction projects when revenues recognized under the cost-to-cost measure of progress exceed the amounts invoiced to our customers, as the amounts are not yet billable under the terms of our contracts. Such amounts are recoverable from our customers based upon various measures of performance, including achievement of certain milestones, completion of specified units, or completion of a contract. In addition, many of our time and materials arrangements, as well as our contracts to perform turnaround services within the United States industrial services segment, are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets and/or unbilled receivables being recorded as revenue is recognized in advance of billings.

Also included in contract assets are amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders or modifications in dispute or unapproved as to scope and/or price, or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Our contract assets do not include capitalized costs to obtain and fulfill a contract. Contract assets are generally classified as current within the Consolidated Balance Sheets.

As of December 31, 2022 and 2021, contract assets included unbilled revenues for unapproved change orders of approximately $36.0 million and $24.1 million, respectively. Contract assets as of December 31, 2022 and 2021 additionally included $3.8 million and $2.5 million, respectively, associated with claims. There were no claim amounts included within accounts receivable as of December 31, 2022 or 2021. There were contractually billed amounts and retention related to contracts with unapproved change orders and claims of approximately $131.4 million and $130.7 million as of December 31, 2022 and 2021, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of the related claims.

Contract liabilities from our construction contracts arise when amounts invoiced to our customers exceed revenues recognized under the cost-to-cost measure of progress. Contract liabilities additionally include advanced payments from our customers on certain contracts. Contract liabilities decrease as we recognize revenue from the satisfaction of the related performance obligation and are recorded as either current or long-term, depending upon when we expect to recognize such revenue. The long-term portion of contract liabilities is included in “Other long-term obligations” in the Consolidated Balance Sheets.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Net contract liabilities in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2022 and 2021 (in thousands):

	December 31, 2022	December 31, 2021
Contract assets, current	$ 273,176	$ 230,143
Contract assets, non-current	—	—
Contract liabilities, current	(1,098,263)	(788,134)
Contract liabilities, non-current	(2,273)	(2,505)
Net contract liabilities	$ (827,360)	$ (560,496)

Included within net contract liabilities were $763.2 million and $500.3 million of net contract liabilities on uncompleted construction projects as of December 31, 2022 and 2021, respectively, as follows (in thousands):

	December 31, 2022	December 31, 2021
Costs incurred on uncompleted construction contracts	$ 13,231,612	$ 11,034,038
Estimated earnings, thereon	2,025,929	1,731,479
	15,257,541	12,765,517
Less: billings to date	16,020,704	13,265,865
	$ (763,163)	$ (500,348)

Contract assets and contract liabilities increased by approximately $2.1 million and $14.1 million, respectively, as a result of acquisitions made by us in 2022. Excluding the impact of acquisitions, net contract liabilities increased by approximately $254.9 million for the year ended December 31, 2022, due to an increase in net contract liabilities on our uncompleted construction projects, partially as a result of the timing of invoicing to our customers, which included advanced billings on several large projects in the earlier stages of completion, resulting in amounts invoiced exceeding the revenue recognized for such projects. There was no significant impairment of contract assets recognized during the periods presented.

Contract Retentions

As of December 31, 2022 and 2021, accounts receivable included $456.9 million and $375.3 million, respectively, of retainage billed under terms of our contracts. These retainage amounts represent amounts which have been contractually invoiced to customers where payments have been partially withheld pending the achievement of certain milestones, satisfaction of other contractual conditions, or completion of the project. We estimate that approximately 90% of the retainage outstanding as of December 31, 2022 will be collected during 2023.

As of December 31, 2022 and 2021, accounts payable included $82.4 million and $71.1 million, respectively, of retainage withheld under terms of our subcontracts. These retainage amounts represent amounts invoiced to the Company by our subcontractors where payments have been partially withheld pending the achievement of certain milestones, satisfaction of other contractual conditions, or completion of the project. We estimate that approximately 90% of the retainage outstanding as of December 31, 2022 will be paid during 2023.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Transaction Price Allocated to Remaining Unsatisfied Performance Obligations

The following table presents the transaction price allocated to remaining unsatisfied performance obligations ("remaining performance obligations") for each of our reportable segments and their respective percentages of total remaining performance obligations (in thousands, except for percentages):

	December 31, 2022	% of Total
Remaining performance obligations:		
United States electrical construction and facilities services	$ 2,014,079	27 %
United States mechanical construction and facilities services	4,008,919	54 %
United States building services	1,151,031	15 %
United States industrial services	124,653	2 %
Total United States operations	7,298,682	98 %
United Kingdom building services	160,617	2 %
Total operations	$ 7,459,299	100 %

Our remaining performance obligations at December 31, 2022 were $7.46 billion. Remaining performance obligations increase with awards of new contracts and decrease as we perform work and recognize revenue on existing contracts. We include a project within our remaining performance obligations at such time the project is awarded and agreement on contract terms has been reached. Our remaining performance obligations include amounts related to contracts for which a fixed price contract value is not assigned when a reasonable estimate of the total transaction price can be made.

Remaining performance obligations include unrecognized revenues to be realized from uncompleted construction contracts. Although many of our construction contracts are subject to cancellation at the election of our customers, in accordance with industry practice, we do not limit the amount of unrecognized revenue included within remaining performance obligations for these contracts as the risk of cancellation is very low due to the inherent substantial economic penalty that our customers would incur upon cancellation or termination. We believe our reported remaining performance obligations for our construction contracts are firm and contract cancellations have not had a material adverse effect on us.

Remaining performance obligations also include unrecognized revenues expected to be realized over the remaining term of service contracts. However, to the extent a service contract includes a cancellation clause which allows for the termination of such contract by either party without a substantive penalty, the remaining contract term, and therefore, the amount of unrecognized revenues included within remaining performance obligations, is limited to the notice period required for the termination.

Our remaining performance obligations are comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business, (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which the variable consideration constraint does not apply, and (e) other forms of variable consideration to the extent that such variable consideration has been included within the transaction price of our contracts. Such claim and other variable consideration amounts were immaterial for all periods presented.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Refer to the table below for additional information regarding our remaining performance obligations, including an estimate of when we expect to recognize such remaining performance obligations as revenue (in thousands):

	Within one year	Greater than one year
Remaining performance obligations:		
United States electrical construction and facilities services	$ 1,692,127	$ 321,952
United States mechanical construction and facilities services	3,154,465	854,454
United States building services	1,050,462	100,569
United States industrial services	118,642	6,011
Total United States operations	6,015,696	1,282,986
United Kingdom building services	112,687	47,930
Total operations	$ 6,128,383	$ 1,330,916

NOTE 4 - ACQUISITIONS OF BUSINESSES

Acquisitions are accounted for utilizing the acquisition method of accounting and the prices paid for them are allocated to their respective assets and liabilities based upon the estimated fair value of such assets and liabilities at the dates of their respective acquisition by us.

During 2022, we acquired six companies for total consideration of $100.8 million. Such acquisitions include: (a) a company that provides electrical construction services in the Greater Boston area, the results of operations of which have been included in our United States electrical construction and facilities services segment, and (b) five companies that enhance our presence in geographies where we have existing operations, the results of operations of which were de minimis, consisting of: (i) two companies that provide fire protection services in the Northeastern and Southern regions of the United States, respectively, and that have been included within our United States mechanical construction and facilities services segment, (ii) two companies that specialize in either building automation and controls or mechanical services in the Southwestern and Southern regions of the United States, respectively, and that have been included within our United States building services segment, and (iii) a company that provides electrical construction services in the Midwestern region of the United States and that has been included within our United States electrical construction and facilities services segment. In connection with these acquisitions, we acquired working capital of $7.1 million and other net liabilities of $1.1 million, and have preliminarily ascribed $28.9 million to goodwill and $65.9 million to identifiable intangible assets.

During 2021, we acquired eight companies for total consideration of $131.2 million. Such acquisitions include: (a) two companies, the results of operations of which have been included within our United States mechanical construction and facilities services segment, consisting of: (i) a company that provides mechanical services within the Southern region of the United States and (ii) a company that provides fire protection services in the Midwestern region of the United States, (b) two companies that provide electrical construction services for a broad array of customers in the Midwestern region of the United States, the results of operations of which have been included in our United States electrical construction and facilities services segment, and (c) four companies, the results of operations of which have been included within our United States building services segment, consisting of: (i) a company that provides mobile mechanical services across North Texas and (ii) three companies that enhance our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions. In connection with these acquisitions, we acquired working capital of $22.9 million and other net liabilities of $0.6 million, including certain deferred tax liabilities, and have ascribed $38.3 million to goodwill and $70.6 million to identifiable intangible assets.

During 2020, we acquired three companies for total consideration of $50.3 million. Such acquisitions include: (a) a company that provides building automation and controls solutions within the Northeastern region of the United States, (b) a full service provider of mechanical services in the Washington, D.C. metro area, and (c) a company that provides mobile mechanical services in the Southern region of the United States. The results of operations for all three companies have been included within our United States building services segment. In connection with these acquisitions, we acquired working capital of $3.0 million and other net liabilities of $3.9 million and have ascribed $13.1 million to goodwill and $38.1 million to identifiable intangible assets.

NOTE 4 - ACQUISITIONS OF BUSINESSES (Continued)

We expect that the majority of the goodwill acquired in connection with these acquisitions will be deductible for tax purposes. The purchase price allocations for the businesses acquired in 2022 are preliminary and subject to change during their respective measurement periods. As we finalize such purchase price allocations, adjustments may be recorded relating to finalization of intangible asset valuations, tax matters, or other items. Although not expected to be significant, such adjustments may result in changes in the valuation of assets and liabilities acquired. The purchase price allocations for the businesses acquired in 2021 and 2020 have been finalized during their respective measurement periods with an insignificant impact.

NOTE 5 - EARNINGS PER SHARE

The following table summarizes our calculation of Basic and Diluted Earnings per Common Share ("EPS") for the years ended December 31, 2022, 2021, and 2020 (in thousands, except share and per share data):

	2022	2021	2020
Numerator:			
Net income attributable to EMCOR Group, Inc.	$ 406,122	$ 383,532	$ 132,943
Denominator:			
Weighted average shares outstanding used to compute basic earnings per common share	49,931,940	54,068,982	55,196,173
Effect of dilutive securities—Share-based awards	204,322	278,552	225,098
Shares used to compute diluted earnings per common share	50,136,262	54,347,534	55,421,271
Basic earnings per common share	$ 8.13	$ 7.09	$ 2.41
Diluted earnings per common share	$ 8.10	$ 7.06	$ 2.40

The number of outstanding share-based awards excluded from the computation of diluted EPS for the years ended December 31, 2022, 2021, and 2020 because they would be anti-dilutive were 4,926, 9,250, and 24,450, respectively.

NOTE 6 - INVENTORIES

Inventories in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2022 and 2021 (in thousands):

	December 31, 2022	December 31, 2021
Raw materials and construction materials	$ 74,014	$ 46,186
Work in process	11,627	7,912
Inventories	$ 85,641	$ 54,098

The increase in inventories as of December 31, 2022, compared to December 31, 2021, was a result of: (a) advanced purchases of materials and equipment for use on specific construction projects, in an effort to mitigate the impact of extended lead times, which have resulted from supply chain disruptions, and (b) an increase in raw materials on hand to support our fabrication facilities given the growth in demand for our fire protection services.

NOTE 7 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2022 and 2021 (in thousands):

	December 31, 2022	December 31, 2021
Machinery and equipment	$ 206,249	$ 188,022
Vehicles	68,858	65,946
Furniture and fixtures	25,253	23,698
Computer hardware/software	109,166	108,830
Land, buildings and leasehold improvements	130,358	127,736
Construction in progress	6,060	6,125
Finance lease right-of-use assets [1]	6,117	7,666
	552,061	528,023
Accumulated depreciation and amortization	(394,242)	(375,957)
	$ 157,819	$ 152,066

[1] Finance lease right-of-use assets are recorded net of accumulated amortization.

Depreciation and amortization expense related to property, plant and equipment, including finance leases, was $47.3 million, $48.3 million, and $46.7 million for the years ended December 31, 2022, 2021, and 2020, respectively.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS

Goodwill

In connection with our acquisition of businesses, we have recorded goodwill, which represents the excess of the consideration transferred over the fair value of the net tangible and identifiable intangible assets acquired. Our goodwill balance at December 31, 2022 and 2021 was $919.2 million and $890.3 million, respectively, with goodwill attributable to companies acquired in 2022 and 2021 valued at $28.9 million and $38.3 million, respectively. Goodwill is not amortized but instead allocated to its respective reporting unit and evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. We have determined that our reporting units are consistent with the reportable segments identified in Note 18 - Segment Information of the notes to consolidated financial statements. As of December 31, 2022, approximately 19.4% of our goodwill related to our United States electrical construction and facilities services segment, approximately 34.3% of our goodwill related to our United States mechanical construction and facilities services segment, approximately 33.9% of our goodwill related to our United States building services segment and approximately 12.4% of our goodwill related to our United States industrial services segment.

Absent any earlier identified impairment indicators, we perform our annual goodwill impairment assessment on October 1 each fiscal year. Qualitative indicators that may trigger the need for interim quantitative impairment testing include, among others, deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or an expectation of selling or disposing of a portion of a reporting unit. Additionally, an interim impairment test may be triggered by a significant change in business climate, a loss of a significant customer, increased competition, or a sustained decrease in share price. In assessing whether our goodwill is impaired, we compare the fair value of the reporting unit to its carrying amount, including goodwill. If the fair value exceeds the carrying amount, no impairment is recognized. However, if the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is impaired and an impairment loss in the amount of the excess is recognized and charged to operations.

We performed our 2022 annual impairment assessment of all reporting units as of October 1, 2022, and determined there was no impairment of goodwill. In completing our annual impairment assessment, we determined the fair value of each of our reporting units using an income approach whereby fair value was calculated utilizing discounted estimated future cash flows, assuming a risk-adjusted industry weighted average cost of capital. The weighted average cost of capital used in our annual impairment testing was 10.3% for our United States construction segments, 10.2% for our United States building services segment, and 11.2% for our United States industrial services segment. These weighted average cost of capital estimates were developed with the assistance of an independent third-party valuation specialist and reflect the overall level of inherent risk within the respective reporting unit and the rate of return a market participant would expect to earn. Our cash flow projections were derived from our most recent internal forecasts of anticipated revenue growth rates and operating margins, with cash flows beyond the discrete forecast period estimated using a terminal value calculation which incorporated historical and forecasted trends, an estimate of long-term growth rates, and assumptions about the future demand for our services. The perpetual growth rate used for our annual testing was 2.5% for all of our reporting units.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

For the year ended December 31, 2021, no impairment of our goodwill was recognized. However, during the second quarter of 2020, we concluded that the carrying amount of our United States industrial services segment exceeded its fair value, resulting in the recognition of a non-cash goodwill impairment charge of $225.5 million which was included within our results of operations for the year ended December 31, 2020. An interim impairment assessment was considered necessary as a result of the significant impact the COVID-19 pandemic and concurrent decline in demand for oil and other refined products had on our revenue and operating margin expectations for such segment. The valuation methodology utilized in this prior year interim impairment test was consistent with the approach described above. We did not identify indicators of impairment related to any other reporting unit that would have required an interim impairment assessment during 2020 and there was no other impairment of goodwill recognized for the year ended December 31, 2020.

Due to the inherent uncertainties involved in making estimates, our assumptions may change in future periods. Estimates and assumptions made for purposes of our goodwill impairment testing may prove to be inaccurate predictions of the future, and other factors used in assessing fair value, such as the weighted average cost of capital, are outside the control of management. Unfavorable changes in certain of these key assumptions may affect future testing results. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average cost of capital would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $90.9 million, $172.1 million, $92.8 million, and $24.1 million, respectively. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $45.0 million, $94.2 million, $48.1 million, and $9.2 million, respectively. Given the amounts by which the fair value exceeds the carrying value for each of our reporting units, the decreases in estimated fair values described above would not have significantly impacted the results of our 2022 impairment tests. Further, for each of our reporting units, other than our United States industrial services segment, a 10% decline in the estimated fair value of such reporting unit, due to other changes in our assumptions, including forecasted future cash flows, would not have significantly impacted the results of our 2022 impairment tests. In the case of our United States industrial services segment, however, such a decrease would cause the estimated fair value of this reporting unit to approximate its carrying value.

The changes in the carrying amount of goodwill by reportable segment during the years ended December 31, 2022 and 2021 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	United States industrial services segment	Total
Balance at December 31, 2020	$ 142,545	$ 299,618	$ 302,132	$ 107,488	$ 851,783
Acquisitions and purchase price adjustments	24,467	4,269	9,749	—	38,485
Intersegment transfers	(7,500)	—	900	6,600	—
Balance at December 31, 2021	159,512	303,887	312,781	114,088	890,268
Acquisitions and purchase price adjustments	17,601	6,942	4,340	—	28,883
Intersegment transfers	900	4,500	(5,400)	—	—
Balance at December 31, 2022	$ 178,013	$ 315,329	$ 311,721	$ 114,088	$ 919,151

The aggregate goodwill balance as of December 31, 2020 included $493.6 million of accumulated impairment charges, which were comprised of $139.5 million within the United States building services segment and $354.1 million within the United States industrial services segment.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

Identifiable Intangible Assets and Other Long-Lived Assets

Our identifiable intangible assets, arising out of the acquisition of businesses, include customer relationships, subsidiary trade names, developed technology/vendor network, and contract backlog, all of which are subject to amortization. In addition, our identifiable intangible assets include certain other subsidiary trade names, which are indefinite-lived and therefore not subject to amortization.

Absent earlier indicators of impairment, we test for impairment of subsidiary trade names that are not subject to amortization on an annual basis (October 1). In performing this test, we calculate the fair value of each trade name using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. In addition, we review for impairment of identifiable intangible assets that are being amortized as well as other long-lived assets whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their discounted estimated future cash flows.

For the years ended December 31, 2022 and 2021, no impairment of our indefinite-lived intangible assets, finite-lived intangible assets, or other long-lived assets was recognized.

However, during the second quarter of 2020, given the external market conditions disclosed above, we evaluated certain of our identifiable intangible assets and other long-lived assets for impairment. Such assets included those associated with the businesses in our United States industrial services segment. As a result of these assessments, we recorded non-cash impairment charges of $7.3 million, which were included within our results of operations for the year ended December 31, 2020.

Identifiable intangible assets as of December 31, 2022 and 2021 consisted of the following (in thousands):

	December 31, 2022			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Customer relationships	$ 762,516	$ (427,211)	$ (4,834)	$ 330,471
Trade names (indefinite-lived)	289,121	—	(58,933)	230,188
Developed technology/Vendor network	95,661	(74,238)	—	21,423
Trade names (finite-lived)	33,791	(25,690)	—	8,101
Contract backlog	83,245	(79,453)	—	3,792
Total	$ 1,264,334	$ (606,592)	$ (63,767)	$ 593,975

	December 31, 2021			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Customer relationships	$ 717,666	$ (374,764)	$ (4,834)	$ 338,068
Trade names (indefinite-lived)	274,721	—	(58,933)	215,788
Developed technology/Vendor network	95,661	(69,688)	—	25,973
Trade names (finite-lived)	32,366	(24,180)	—	8,186
Contract backlog	77,995	(76,645)	—	1,350
Total	$ 1,198,409	$ (545,277)	$ (63,767)	$ 589,365

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

Identifiable intangible assets attributable to businesses acquired in 2022 and 2021 have been valued at $65.9 million and $70.6 million, respectively, and consist of customer relationships, trade names, and contract backlog. See Note 4 - Acquisitions of Businesses of the notes to consolidated financial statements for additional information with respect to acquisitions.

Identifiable intangible assets are amortized in a manner that best approximates the pattern in which the economic benefits of such assets are consumed, which is generally on a straight-line basis. The weighted average amortization periods for the unamortized balances remaining are, in the aggregate, approximately 7.00 years, which are comprised of the following: 7.25 years for customer relationships, 7.00 years for trade names, 4.75 years for developed technology/vendor network, and 1.00 year for contract backlog.

Amortization expense related to identifiable intangible assets with finite lives was $61.3 million, $64.1 million, and $60.0 million for the years ended December 31, 2022, 2021, and 2020, respectively. The following table presents the estimated future amortization expense of identifiable intangible assets in the following years (in thousands):

2023	$ 63,366
2024	59,507
2025	58,002
2026	51,883
2027	38,949
Thereafter	92,080
	$ 363,787

Other Considerations

As referenced above, impairment testing is based upon assumptions and estimates determined by management from a review of our operating results and business plans as well as forecasts of anticipated growth rates and margins, among other considerations. In addition, estimates of weighted average costs of capital are developed with the assistance of an independent third-party valuation specialist. These assumptions and estimates may change in future periods, especially in times of uncertain economic conditions and rising interest rates. Such assumptions and estimates may also be impacted by supply chain, production, and other logistical issues currently impacting our business. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations.

NOTE 9 - DEBT

Debt in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2022 and 2021 (in thousands):

	December 31, 2022	December 31, 2021
Term loan, interest payable at varying amounts through 2025	$ 242,813	$ 256,688
Unamortized debt issuance costs	(2,080)	(3,040)
Finance lease liabilities	6,459	8,037
Total debt	247,192	261,685
Less: current maturities	15,567	16,235
Total long-term debt	$ 231,625	$ 245,450

Credit Agreement

Until March 2, 2020, we had a credit agreement dated August 3, 2016, which provided for a $900.0 million revolving credit facility and a $400.0 million term loan. On March 2, 2020, we amended and restated such agreement to provide for a $1.3 billion revolving credit facility (the "2020 Revolving Credit Facility") and a $300.0 million term loan (the "2020 Term Loan") (collectively referred to as the "2020 Credit Agreement") expiring March 2, 2025. We may increase the 2020 Revolving Credit Facility to $1.9 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments. We may allocate up to $400.0 million of available capacity under the 2020 Revolving Credit Facility to letters of credit for our account or for the account of any of our subsidiaries.

As of December 31, 2022 and 2021, the balance of the 2020 Term Loan was $242.8 million and $256.7 million, respectively. There were no direct borrowings outstanding under the 2020 Revolving Credit Facility as of December 31, 2022 and 2021. However, outstanding letters of credit reduce the available capacity under such facility, and as of December 31, 2022 and 2021, we had $71.3 million of letters of credit outstanding.

At the Company's election, borrowings under the 2020 Credit Agreement bear interest at either: (1) a base rate plus a margin of 0.00% to 0.75%, based on certain financial tests, or (2) United States dollar LIBOR (4.73% at December 31, 2022) plus 1.00% to 1.75%, based on certain financial tests. The base rate is determined by the greater of: (a) the prime commercial lending rate announced by Bank of Montreal from time to time (7.50% at December 31, 2022), (b) the federal funds effective rate, plus ½ of 1.00%, (c) the daily one month LIBOR rate, plus 1.00%, or (d) 0.00%. Upon the discontinuation of LIBOR, our 2020 Credit Agreement contains provisions which allow for the use of alternate benchmark rates. The interest rates in effect at December 31, 2022 and 2021 were 5.73% and 1.10%, respectively. A commitment fee is payable on the average daily unused amount of the 2020 Revolving Credit Facility, which ranges from 0.10% to 0.25%, based on certain financial tests. The fee was 0.10% of the unused amount as of December 31, 2022 and 2021. Fees for letters of credit issued under the 2020 Revolving Credit Facility range from 0.75% to 1.75% of the respective face amounts of outstanding letters of credit, depending on the nature of the letter of credit, and are computed based on certain financial tests.

We capitalized an additional $3.1 million of debt issuance costs associated with the 2020 Credit Agreement. Debt issuance costs are amortized over the life of the agreement as part of interest expense.

Obligations under the 2020 Credit Agreement are guaranteed by most of our direct and indirect subsidiaries and are secured by substantially all of our assets. The 2020 Credit Agreement contains various covenants providing for, among other things, the maintenance of certain financial ratios and certain limitations on the payment of dividends, common stock repurchases, investments, acquisitions, indebtedness, and capital expenditures. We were in compliance with all such covenants as of December 31, 2022 and 2021.

We are required to make annual principal payments on the 2020 Term Loan. Any voluntary prepayments are applied against the outstanding balance of the loan and reduce our future scheduled payments on a ratable basis. Based on our outstanding balance, principal payments of $13.9 million are due on December 31 of each year until maturity, with any remaining unpaid principal and interest due on March 2, 2025.

Finance Lease Liabilities

See Note 16 - Leases of the notes to consolidated financial statements for additional information.

NOTE 10 - FAIR VALUE MEASUREMENTS

For disclosure purposes, we utilize a fair value hierarchy to categorize qualifying assets and liabilities into three broad levels based on the priority of the inputs used to determine their fair values. The hierarchy, which gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority to unobservable inputs, is comprised of the following three levels:

Level 1 – Unadjusted quoted prices in active markets for identical assets and liabilities.

Level 2 – Observable inputs, other than Level 1 inputs, that are directly or indirectly observable for the asset or liability, including quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 – Significant unobservable inputs that reflect the reporting entity's own assumptions.

Recurring Fair Value Measurements

The following tables summarize the assets and liabilities carried at fair value measured on a recurring basis as of December 31, 2022 and 2021 (in thousands):

	Assets at Fair Value as of December 31, 2022			
Asset Category	**Level 1**	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents [1]	$ 456,439	$ —	$ —	$ 456,439
Restricted cash [2]	629	—	—	629
Deferred compensation plan assets [3]	36,882	—	—	36,882
Total	$ 493,950	$ —	$ —	$ 493,950

	Assets at Fair Value as of December 31, 2021			
Asset Category	**Level 1**	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents [1]	$ 821,345	$ —	$ —	$ 821,345
Restricted cash [2]	1,223	—	—	1,223
Deferred compensation plan assets [3]	42,344	—	—	42,344
Total	$ 864,912	$ —	$ —	$ 864,912

(1) Cash and cash equivalents consist of deposit accounts and money market funds with original maturity dates of three months or less, which are Level 1 assets. At December 31, 2022 and 2021, we had $209.4 million and $336.0 million, respectively, in money market funds.

(2) Restricted cash is classified as "Prepaid expenses and other" in the Consolidated Balance Sheets. Restricted cash primarily represents cash held in account for use on customer contracts.

(3) Deferred compensation plan assets are classified as "Other assets" in the Consolidated Balance Sheets.

Nonrecurring Fair Value Measurements

We have recorded goodwill and identifiable intangible assets in connection with our business acquisitions. Such assets are measured at fair value at the time of acquisition based on valuation techniques that appropriately represent the methods which would be used by other market participants in determining fair value. In addition, goodwill and intangible assets are tested for impairment using similar valuation methodologies to determine the fair value of such assets. Periodically, we engage an independent third-party valuation specialist to assist with the valuation process, including the selection of appropriate methodologies and the development of market-based assumptions. The inputs used for these nonrecurring fair value measurements represent Level 3 inputs.

Fair Value of Financial Instruments

We believe that the carrying values of our financial instruments, which include accounts receivable and other financing commitments, approximate their fair values due primarily to their short-term maturities and low risk of counterparty default. The carrying value of our debt associated with the 2020 Credit Agreement approximates its fair value due to the variable rate on such debt.

NOTE 11 - INCOME TAXES

For the years ended December 31, 2022, 2021, and 2020, our income tax provision was calculated based on income before income taxes as follows (in thousands):

	2022	2021	2020
United States	$ 523,273	$ 497,421	$ 228,181
Foreign	35,477	31,882	24,145
	$ 558,750	$ 529,303	$ 252,326

Foreign income for each of the years ended December 31, 2022, 2021, and 2020 was predominantly earned in the United Kingdom.

The income tax provision for the years ended December 31, 2022, 2021, and 2020 consisted of the following (in thousands):

	2022	2021	2020
Current provision:			
Federal	$ 100,707	$ 95,782	$ 115,633
State and local	36,547	35,883	36,182
Foreign	4,891	4,420	3,922
	142,145	136,085	155,737
Deferred provision (benefit)	10,483	9,517	(36,354)
	$ 152,628	$ 145,602	$ 119,383

For the year ended December 31, 2022, our income tax provision was $152.6 million compared to $145.6 million for the year ended December 31, 2021 and $119.4 million for the year ended December 31, 2020. The increase in the income tax provision year-over-year was primarily due to increased income before income taxes. Additionally, the increase in the income tax provision for 2021, when compared to 2020, was partially attributable to the effect of certain increases in the deferred state tax provision.

The income tax rates on income before income taxes for the years ended December 31, 2022, 2021, and 2020, were 27.3%, 27.5%, and 47.3%, respectively. The slight decrease in the 2022 effective income tax rate, when compared to 2021, was attributable to the favorable impact of certain discrete tax items. The decrease in the 2021 effective income tax rate, when compared to 2020, was predominantly due to the tax effect, in 2020, of the impairment charges recorded during such year, the majority of which were non-deductible for tax purposes. Refer to Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements for further discussion regarding such impairment charges.

Items accounting for the differences between income taxes computed at the federal statutory rate and the income tax provision for the years ended December 31, 2022, 2021, and 2020 were as follows (in thousands):

	2022	2021	2020
Federal income taxes at the statutory rate	$ 117,338	$ 111,118	$ 52,989
State and local income taxes, net of federal tax benefits	29,519	31,257	19,290
Permanent differences	5,261	5,316	5,860
Non-deductible impairment charges	—	—	40,165
Foreign income taxes (including UK statutory rate changes)	(155)	(2,241)	(140)
Other	665	152	1,219
	$ 152,628	$ 145,602	$ 119,383

NOTE 11 - INCOME TAXES (Continued)

The net minimum tax on global intangible low-taxed income for certain earnings of our foreign subsidiaries was approximately $0.1 million for each of the years ended December 31, 2022, 2021, and 2020. The Company recognizes such tax as an expense in the period incurred.

As of December 31, 2022, we had undistributed foreign earnings from certain foreign subsidiaries of approximately $145.2 million. Based on our evaluation, and given that a significant portion of such earnings were subject to tax in prior periods, or are indefinitely reinvested, we have concluded that any taxes associated with the repatriation of such foreign earnings would be immaterial. As of December 31, 2022, the amount of cash held by these foreign subsidiaries was approximately $115.8 million which, if repatriated, should not result in any material federal or state income taxes.

We file a consolidated federal income tax return including all of our U.S. subsidiaries with the Internal Revenue Service. We additionally file income tax returns with various state, local, and foreign tax agencies. Our income tax returns are subject to audit by various taxing authorities and are currently under examination for the years 2017 through 2020.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law. The CARES Act provides for various tax relief and tax incentive measures, which did not have a material impact on our results of operations. Certain provisions of the CARES Act, however, did favorably impact our liquidity throughout 2020 as they allowed for the deferral of the employer's portion of Social Security tax payments. Amounts previously deferred were repaid in two installments of approximately $51 million during each of the fourth quarters of 2022 and 2021.

On December 27, 2020, the Consolidated Appropriations Act, 2021, was signed into law. This act provides for tax relief, as well as an omnibus appropriations package that extends various expiring tax provisions and allows for a 100% tax deduction for the cost of business meals in 2021 and 2022. The Consolidated Appropriations Act did not have a material impact on our income tax provision for the years ended December 31, 2022 and 2021.

On March 11, 2021, the American Rescue Plan Act was signed into law. Such act includes certain tax provisions that could have an impact on the Company in future periods, including expanded limits on compensation deductions under Section 162(m) of the Internal Revenue Code for tax years beginning after December 31, 2026. We are currently evaluating the impact that this act may have on our financial position and/or results of operations; however, we anticipate that the expanded provisions of Section 162(m) will result in an increase in our effective income tax rate for years beginning after December 31, 2026.

On August 16, 2022, the Inflation Reduction Act of 2022 (the "Inflation Reduction Act") was signed into law. Among other provisions, such act creates an excise tax of 1% on the fair value of net stock repurchases in excess of share issuances made by publicly traded U.S. corporations, effective for repurchases after December 31, 2022. The impact of this excise tax on our financial position, and/or liquidity, in future periods, will vary based on the level of repurchases made by us in a given year. While we are still evaluating the potential impact of this excise tax on our results of operations, interpretive accounting guidance indicates that this tax can be recorded as a component of treasury stock, as opposed to an expense within the statement of operations, given that it is a direct cost associated with the repurchase of our common stock.

For tax years beginning after December 31, 2022, the Inflation Reduction Act additionally creates a 15% corporate alternative minimum tax on profits of corporations whose average annual adjusted financial statement income exceeds $1.0 billion for any consecutive three-tax-year period preceding the then current tax year. Based on our average annual income for the preceding three years, which has remained below the aforementioned $1.0 billion threshold, as well as the fact that our effective federal income tax rate has historically been in excess of the 15% alternative minimum tax rate, we do not anticipate that this alternative minimum tax will have an impact on our financial position and/or results of operations.

NOTE 11 - INCOME TAXES (Continued)

Deferred income tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement and income tax bases of assets and liabilities. The deferred income tax assets and deferred income tax liabilities recorded as of December 31, 2022 and 2021 were as follows (in thousands):

	December 31, 2022	December 31, 2021
Deferred income tax assets:		
Excess of amounts expensed for financial statement purposes over amounts deducted for income tax purposes:		
Insurance liabilities	$ 57,278	$ 50,316
Operating lease liabilities	78,391	76,451
Deferred compensation	40,682	40,080
Accrued federal payroll taxes [(1)]	—	14,235
Other (including liabilities and reserves)	35,584	31,252
Total deferred income tax assets	211,935	212,334
Valuation allowance for deferred tax assets	(3,580)	(2,465)
Net deferred income tax assets	208,355	209,869
Deferred income tax liabilities:		
Costs capitalized for financial statement purposes and deducted for income tax purposes:		
Goodwill and identifiable intangible assets	(153,767)	(154,382)
Operating lease right-of-use assets	(73,134)	(71,759)
Depreciation of property, plant and equipment	(28,435)	(25,341)
Pension asset	(4,082)	(1,847)
Other	(10,500)	(7,491)
Total deferred income tax liabilities	(269,918)	(260,820)
Net deferred income tax liabilities	$ (61,563)	$ (50,951)

(1) Represents employer Social Security tax payments previously deferred under the CARES Act.

At December 31, 2022 and 2021, our net deferred income tax liabilities of $61.6 million and $51.0 million, respectively, were included in “Other long-term obligations” in the accompanying Consolidated Balance Sheet.

Valuation allowances are established when necessary to reduce deferred income tax assets when it is more likely than not that a tax benefit will not be realized. As of December 31, 2022 and 2021, the total valuation allowance on deferred income tax assets, related to state and local net operating losses, foreign net operating losses, and foreign income tax credit carryovers, was approximately $3.6 million and $2.5 million, respectively. The increase in our valuation allowances at December 31, 2022 was primarily a result of the recognition of additional deferred tax assets related to net operating loss carryovers that we determined we would likely not be able to utilize.

Realization of our deferred income tax assets is dependent on our generating sufficient taxable income in the jurisdictions in which such deferred tax assets will reverse. Although realization is not assured, based on current projections of future taxable income, we believe it is more likely than not that the deferred income tax assets, net of the valuation allowances discussed above, will be realized. However, revisions to our forecasts or declining macroeconomic conditions could result in changes to our assessment of the realization of these deferred income tax assets.

NOTE 12 - COMMON STOCK

As of December 31, 2022 and 2021, there were 47,666,725 and 53,299,738 shares of our common stock outstanding, respectively.

We have paid quarterly dividends since October 25, 2011. We currently pay a regular quarterly dividend of $0.15 per share. Subsequent to December 31, 2022, our Board of Directors (the "Board") announced its intention to increase the regular quarterly dividend to $0.18 per share commencing with the dividend to be paid in April 2023.

In September 2011, the Board authorized a share repurchase program allowing us to begin repurchasing shares of our outstanding common stock. Subsequently, the Board has from time to time increased the amount authorized for repurchases under such program. Since the inception of the repurchase program, the Board has authorized us to repurchase up to $2.15 billion of our outstanding common stock. During the year ended December 31, 2022, we repurchased approximately 5.8 million shares of our common stock for approximately $660.6 million. Since the inception of the repurchase program through December 31, 2022, we have repurchased approximately 25.0 million shares of our common stock for approximately $1.76 billion. As of December 31, 2022, there remained authorization for us to repurchase approximately $389.8 million of our shares. The repurchase program has no expiration date, does not obligate the Company to acquire any particular amount of common stock, and may be suspended, recommenced, or discontinued at any time or from time to time without prior notice. We may repurchase our shares from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our 2020 Credit Agreement placing limitations on such repurchases.

NOTE 13 - SHARE-BASED COMPENSATION PLANS

We have an incentive plan under which stock awards, stock units, and other share-based compensation may be granted to officers, non-employee directors, and key employees of the Company. Such plan, as amended, no longer allows for the grant of stock options. Under the terms of this plan, 3,250,000 shares were authorized, and 792,726 shares remain available for grant or issuance as of December 31, 2022. Any issuances under this plan are valued at the fair market value of our common stock on the grant date. Forfeitures are recognized as they occur.

The following table summarizes activity regarding restricted stock units since December 31, 2019:

	Shares	Weighted Average Price
Balance, December 31, 2019	417,578	$ 70.24
Granted	137,771	$ 81.56
Forfeited	(984)	$ 79.17
Vested	(156,447)	$ 72.72
Balance, December 31, 2020	397,918	$ 73.16
Granted	129,859	$ 96.32
Forfeited	(2,242)	$ 78.86
Vested	(121,067)	$ 77.86
Balance, December 31, 2021	404,468	$ 79.16
Granted	107,621	$ 123.52
Forfeited	(4,665)	$ 105.88
Vested	(189,830)	$ 67.40
Balance, December 31, 2022	317,594	$ 100.83

We recognized approximately $12.1 million, $11.1 million, and $11.2 million of compensation expense for stock units awarded to non-employee directors and employees pursuant to our incentive plans for the years ended December 31, 2022, 2021, and 2020, respectively. We have approximately $9.8 million of compensation expense, net of income taxes, which will be recognized over the remaining vesting periods of up to 3 years. In addition, an aggregate of 49,360 restricted stock units granted to current or former non-employee directors vested as of December 31, 2022, but, at the election of such directors, issuance has been deferred for up to 10 years.

NOTE 13 - SHARE-BASED COMPENSATION PLANS (Continued)

There were 20,000 stock options outstanding at December 31, 2019. Such stock options were exercised during 2020 at a weighted average price of $24.48. The total intrinsic value (the amounts by which the stock price exceeded the exercise price on the date of exercise) for these options was approximately $1.2 million. There has been no other activity with respect to stock options since December 31, 2020, and there were no options outstanding at December 31, 2022 and 2021.

The income tax benefit derived in 2022, 2021, and 2020 as a result of share-based compensation was approximately $3.9 million, $2.6 million, and $1.9 million, respectively, of which approximately $1.7 million, $0.8 million, and $0.2 million, respectively, represented excess tax benefits.

We have an employee stock purchase plan. Under the terms of this plan, the maximum number of shares of our common stock that may be purchased is 3,000,000 shares. Generally, our corporate employees and non-union employees of our United States subsidiaries are eligible to participate in this plan. Employees covered by collective bargaining agreements generally are not eligible to participate in this plan.

NOTE 14 - RETIREMENT PLANS

Defined Benefit Plans

The funded status of our defined benefit plans, which represents the difference between the fair value of plan assets and the projected benefit obligations, is recognized in the Consolidated Balance Sheets with a corresponding adjustment to accumulated other comprehensive income (loss). Gains and losses for the differences between actuarial assumptions and actual results are recognized through accumulated other comprehensive income (loss). These amounts will be subsequently recognized as net periodic pension cost (income) within the Consolidated Statement of Operations, as described further below.

Our United Kingdom subsidiary has a defined benefit pension plan covering all eligible employees (the "UK Plan"); however, no individual joining the company after October 31, 2001 may participate in the UK Plan. On May 31, 2010, we curtailed the future accrual of benefits for active employees under such plan.

The change in benefit obligations and assets of the UK Plan for the years ended December 31, 2022 and 2021 consisted of the following components (in thousands):

	2022	2021
Change in pension benefit obligation		
Benefit obligation at beginning of year	$ 349,147	$ 383,142
Interest cost	5,693	5,326
Actuarial gain	(116,372)	(22,071)
Benefits paid	(11,095)	(13,939)
Foreign currency exchange rate changes	(33,417)	(3,311)
Benefit obligation at end of year	193,956	349,147
Change in pension plan assets		
Fair value of plan assets at beginning of year	356,532	347,411
Actual (loss) return on plan assets	(105,544)	21,809
Employer contributions	4,875	4,956
Benefits paid	(11,095)	(13,939)
Foreign currency exchange rate changes	(34,484)	(3,705)
Fair value of plan assets at end of year	210,284	356,532
Funded status at end of year	$ 16,328	$ 7,385

The funded status of the UK Plan of $16.3 million and $7.4 million at December 31, 2022 and 2021, respectively, is included in "Other Assets" in the accompanying Consolidated Balance Sheets. No plan assets are expected to be returned to us during the year ending December 31, 2023.

NOTE 14 - RETIREMENT PLANS (Continued)

The weighted average assumptions used to determine benefit obligations of the UK Plan as of December 31, 2022 and 2021 were as follows:

	2022	2021
Discount rate	5.0 %	1.8 %

The components of net periodic pension cost (income) of the UK Plan for the years ended December 31, 2022, 2021, and 2020 were as follows (in thousands):

	2022	2021	2020
Interest cost	$ 5,693	$ 5,326	$ 6,401
Expected return on plan assets	(12,088)	(12,726)	(12,023)
Amortization of unrecognized loss	2,073	3,642	2,389
Net periodic pension cost (income)	$ (4,322)	$ (3,758)	$ (3,233)

The weighted average assumptions used to determine net periodic pension cost of the UK Plan for the years ended December 31, 2022, 2021, and 2020 were as follows:

	2022	2021	2020
Discount rate	1.8 %	1.4 %	2.1 %
Annual rate of return on plan assets	3.9 %	3.9 %	4.3 %

The annual rate of return on plan assets has been determined by modeling possible returns using the actuary's portfolio return calculator and the fair value of plan assets. This approach models the long term expected returns of the various asset classes held in the portfolio and takes into account the additional benefits of holding a diversified portfolio. For measurement purposes of the liability, the annual rates of inflation of covered pension benefits assumed for 2022 and 2021 were 2.8% and 2.9%, respectively.

Amounts pertaining to the UK Plan not yet reflected in net periodic pension cost and included in accumulated other comprehensive loss were as follows (in thousands):

	December 31, 2022	December 31, 2021
Unrecognized actuarial losses	$ 79,313	$ 89,572

Actuarial gains and losses are amortized using a corridor approach whereby cumulative gains and losses in excess of the greater of 10% of the pension benefit obligation or the fair value of plan assets are amortized over the average life expectancy of plan participants. The amortization period for 2022 was 24 years.

The reclassification adjustment, net of income taxes, for the UK Plan from accumulated other comprehensive loss into net periodic pension cost was approximately $1.6 million for the year ended December 31, 2022, approximately $2.9 million for the year ended December 31, 2021, and approximately $1.9 million for the year ended December 31, 2020. The estimated unrecognized loss for the UK Plan that will be amortized from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $1.9 million, net of income taxes.

NOTE 14 - RETIREMENT PLANS (Continued)

UK Plan Assets

The investment policies and strategies for the assets of the UK Plan are established by its trustees (who are independent of the Company) to achieve a reasonable balance between risk, likely return, and administration expense, as well as to maintain funds at a level to meet minimum funding requirements. In order to ensure that an appropriate investment strategy is in place, an analysis of the UK Plan's assets and liabilities is completed periodically. Target allocation percentages vary over time depending on the perceived risk and return potential of various asset classes and market conditions. The weighted average asset allocations and weighted average target allocations at December 31, 2022 and 2021 were as follows:

Asset Category	Target Asset Allocation	Actual December 31, 2022	Actual December 31, 2021
Debt	75.0 %	80.7 %	76.0 %
Cash and cash equivalents	15.0 %	9.4 %	16.5 %
Real estate	10.0 %	9.9 %	7.5 %
Total	100.0 %	100.0 %	100.0 %

Plan assets of our UK Plan are invested through third-party fund managers in various investments with underlying holdings which, as of December 31, 2022 and 2021, consisted of: (a) cash and cash equivalents, primarily held as collateral for other financial instruments, (b) debt securities, which include United Kingdom government debt and United States, United Kingdom, European, and emerging market corporate debt, and (c) real estate assets, which represent trusts which invest directly or indirectly in various properties throughout the United Kingdom.

The following tables set forth the fair value of assets of the UK Plan as of December 31, 2022 and 2021 (in thousands):

	Assets at Fair Value as of December 31, 2022			
Asset Category	Level 1	Level 2	Level 3	Total
Corporate debt funds	$ —	$ 23,998	$ —	$ 23,998
Government bond funds	—	45,619	—	45,619
Cash and cash equivalents	19,829	—	—	19,829
Total plan assets in fair value hierarchy	$ 19,829	$ 69,617	$ —	89,446
Plan assets measured using NAV as a practical expedient: (1)				
Debt funds				99,990
Real estate funds				20,848
Total plan assets at fair value				$ 210,284

	Assets at Fair Value as of December 31, 2021			
Asset Category	Level 1	Level 2	Level 3	Total
Corporate debt funds	$ —	$ 67,226	$ —	$ 67,226
Government bond funds	—	91,899	—	91,899
Cash and cash equivalents	58,772	—	—	58,772
Total plan assets in fair value hierarchy	$ 58,772	$ 159,125	$ —	217,897
Plan assets measured using NAV as a practical expedient: (1)				
Debt funds				111,971
Real estate funds				26,664
Total plan assets at fair value				$ 356,532

(1) Certain investments measured using net asset value ("NAV") as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the table are intended to permit reconciliation of the fair value hierarchy to the total fair value of plan assets.

NOTE 14 - RETIREMENT PLANS (Continued)

Assets of the UK Plan are allocated within the fair value hierarchy discussed in Note 10 - Fair Value Measurements, based on the nature of the investment. Level 1 assets represent cash and cash equivalents. Level 2 assets consist of corporate debt funds and government bond funds whose underlying investments are valued using observable marketplace inputs. The fair value of the Level 2 assets are generally determined under a market approach using valuation models that incorporate observable inputs such as interest rates, bond yields, and quoted prices.

Investments valued using NAV as a practical expedient are excluded from the fair value hierarchy. These investments include: (a) funds which invest predominantly in senior secured debt instruments, targeting diversity across regions and sectors, as well as funds which invest in diversified credit vehicles that seek higher returns than traditional fixed income investments, primarily through U.S. corporate debt, global credit, and structured debt instruments, and (b) funds which aim to provide long-term income through investment in UK property assets. These investments are redeemable at NAV on a monthly or quarterly basis and have redemption notice periods of up to 90 days. In addition, certain of these investments are subject to a lockup period of up to 24 months.

The methods described above may produce fair values that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes the valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Contributions

Our United Kingdom subsidiary expects to contribute approximately $1.3 million to the UK Plan in 2023.

Estimated Future Benefit Payments

The following estimated benefit payments are expected to be made from the UK Plan in the following years (in thousands):

	Pension Benefit Payments
2023	$ 9,884
2024	$ 10,201
2025	$ 10,627
2026	$ 11,106
2027	$ 11,476
Succeeding five years	$ 63,182

We also sponsor three domestic retirement plans in which participation by new individuals is frozen. The aggregate benefit obligation associated with these plans as of December 31, 2022 and 2021 was approximately $6.7 million and $8.5 million, respectively. The estimated fair value of the plan assets as of December 31, 2022 and 2021 was approximately $4.9 million and $6.3 million, respectively. The plan assets are considered Level 1 assets within the fair value hierarchy and are predominantly invested in cash, equities, and equity and bond funds. The liability balances as of December 31, 2022 and 2021 are classified as “Other long-term obligations” in the accompanying Consolidated Balance Sheets. The measurement date for these plans is December 31 of each year. The major assumptions used in the actuarial valuations to determine benefit obligations as of December 31, 2022 and 2021 included discount rates of approximately 4.80% for 2022 and 2.40% to 2.50% for 2021. Also included was an expected rate of return of 7.00% for both 2022 and 2021. The net periodic pension cost associated with the domestic plans, as well as the reclassification adjustment from accumulated other comprehensive loss to net periodic pension cost, were insignificant for all periods presented. The future estimated benefit payments expected to be made from the plans for the next ten years is approximately $0.5 million per year.

NOTE 14 - RETIREMENT PLANS (Continued)

Defined Contribution Plans

We have defined contribution retirement and savings plans that cover eligible employees in the United States. Contributions to these plans are based on a percentage of the employee's base compensation. The expenses recognized for employer contributions to these plans were approximately $35.0 million for the year ended December 31, 2022, $33.0 million for the year ended December 31, 2021, and $32.4 million for the year ended December 31, 2020. At our discretion and subject to applicable plan documents, we may make additional supplemental matching contributions to one of our defined contribution retirement and savings plans. The expenses recognized related to additional supplemental matching contributions for the years ended December 31, 2022, 2021, and 2020 were approximately $9.2 million, $7.7 million, and $9.1 million, respectively.

Our United Kingdom subsidiary also has defined contribution retirement plans. The expenses recognized related to employer matching contributions for the years ended December 31, 2022, 2021, and 2020 were approximately $7.3 million, $8.3 million, and $7.4 million, respectively.

Multiemployer Plans

We participate in approximately 200 multiemployer pension plans ("MEPPs") that provide retirement benefits to certain union employees in accordance with various collective bargaining agreements ("CBAs"). As one of many participating employers in an MEPP, we are potentially liable with the other participating employers for any plan underfunding, either through an increase in our required contributions or, in the case of our withdrawal from the plan, a payment based upon our proportionate share of the plan's unfunded benefits, in each case, as described below. Our contributions to a particular MEPP are established by the applicable CBAs; however, our required contributions may increase based on the funded status of an MEPP and legal requirements of the Pension Protection Act of 2006 (the "PPA"), which requires substantially underfunded MEPPs to implement a funding improvement plan ("FIP") or a rehabilitation plan ("RP") to improve their funded status. Factors that could impact the funded status of an MEPP include, without limitation, investment performance, changes in the participant demographics, decline in the number of contributing employers, changes in actuarial assumptions, and the utilization of extended amortization provisions.

An FIP or RP requires a particular MEPP to adopt measures to correct its underfunding status. These measures may include, but are not limited to: (a) an increase in our contribution rate as a signatory to the applicable CBA, (b) a reallocation of the contributions already being made by participating employers for various benefits to individuals participating in the MEPP, and/or (c) a reduction in the benefits to be paid to future and/or current retirees. In addition, the PPA requires that a 5% surcharge be levied on employer contributions for the first year commencing after the date the employer receives notice that the MEPP is in critical status and a 10% surcharge on each succeeding year until a CBA is in place with terms and conditions consistent with the RP.

We could also be obligated to make payments to MEPPs if we either cease to have an obligation to contribute to the MEPP or significantly reduce our contributions to the MEPP because we reduce our number of employees who are covered by the relevant MEPP for various reasons, including, but not limited to, layoffs or closure of a subsidiary assuming the MEPP has unfunded vested benefits. The amount of such payments (known as a complete or partial withdrawal liability) would equal our proportionate share of the MEPPs' unfunded vested benefits. We believe that certain of the MEPPs in which we participate may have unfunded vested benefits. Due to uncertainty regarding future factors that could trigger withdrawal liability, as well as the absence of specific information regarding the MEPP's current financial situation, we are unable to determine: (a) the amount and timing of a future withdrawal liability, if any, and (b) whether our participation in these MEPPs could have a material adverse impact on our financial position, results of operations, or liquidity. We did not record any material withdrawal liabilities for the years ended December 31, 2022, 2021, and 2020.

NOTE 14 - RETIREMENT PLANS (Continued)

The following table lists all MEPPs to which our contributions exceeded $2.0 million in 2022. This table also lists all MEPPs to which we contributed in 2022 in excess of $0.5 million for MEPPs in the critical status, "red zone," and $1.0 million for MEPPs in the endangered status, "orange or yellow zones," as defined by the PPA (in thousands):

Pension Fund	EIN/ Pension Plan Number	PPA Zone Status [1]		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions [2]	Expiration date or range of expiration dates of CBA(s)
		2022	2021		2022	2021	2020		
National Automatic Sprinkler Industry Pension Fund	52-6054620 001	Green	Green	NA	$ 21,583	$ 20,987	$ 17,504	Yes	May 2023 to July 2027
United Association National Pension Fund (Formerly Plumbers & Pipefitters National Pension Fund)	52-6152779 001	Green	Green	NA	15,288	14,723	14,095	No	February 2023 to July 2027
National Electrical Benefit Fund	53-0181657 001	Green	Green	NA	15,192	12,310	11,573	No	May 2023 to May 2027
Sheet Metal Workers National Pension Fund	52-6112463 001	Green	Yellow	NA	9,505	10,307	11,621	No	May 2023 to June 2026
Pension, Hospitalization & Benefit Plan of the Electrical Industry-Pension Trust Account	13-6123601 001	Green	Green	NA	8,122	7,355	6,750	No	April 2023 to April 2025
Electrical Workers Local No. 26 Pension Trust Fund	52-6117919 001	Green	Green	NA	7,844	9,346	7,086	Yes	May 2023 to August 2024
Plumbers Pipefitters & Mechanical Equipment Service Local Union 392 Pension Plan	31-0655223 001	Red	Red	Implemented	7,674	7,110	5,667	Yes	May 2025
Central Pension Fund of the IUOE & Participating Employers	36-6052390 001	Green	Green	NA	7,651	6,627	6,115	No	March 2023 to December 2026
Boilermaker-Blacksmith National Pension Trust	48-6168020 001	Green	Yellow	NA	6,434	3,479	1,574	No	September 2023 to April 2025
Sheet Metal Workers Pension Plan of Northern California	51-6115939 001	Red	Red	Implemented	6,074	7,850	6,605	No	June 2023 to June 2026
Edison Pension Plan	93-6061681 001	Green	Green	NA	5,325	4,229	3,864	Yes	December 2023
Pipefitters Union Local 537 Pension Fund	51-6030859 001	Green	Green	NA	5,039	5,922	4,275	Yes	August 2025
Southern California Pipe Trades Retirement Fund	51-6108443 001	Green	Green	NA	4,650	6,272	4,043	No	August 2023 to August 2026
Heating, Piping & Refrigeration Pension Fund	52-1058013 001	Green	Green	NA	4,625	5,591	3,349	Yes	July 2023 to July 2025
Southern California IBEW-NECA Pension Trust Fund	95-6392774 001	Yellow	Yellow	Implemented	4,287	4,876	5,719	No	June 2023 to May 2026
San Diego Electrical Pension Plan	95-6101801 001	Green	Green	NA	4,258	4,068	4,383	Yes	May 2024
IBEW 332 Pension Fund - Part A	94-2688032 004	Green	Green	NA	4,177	2,339	1,211	No	May 2023 to May 2024
U.A. Local 393 Pension Trust Fund Defined Benefit	94-6359772 002	Green	Green	NA	3,517	3,507	3,168	Yes	June 2023 to July 2027
Electrical Contractors Association of the City of Chicago Local Union 134, IBEW Joint Pension Trust of Chicago Pension Plan 2	51-6030753 002	Green	Green	NA	3,516	4,225	3,004	No	June 2023
Eighth District Electrical Pension Fund	84-6100393 001	Green	Green	NA	3,339	3,298	3,242	Yes	May 2023 to August 2024
Northern California Pipe Trades Pension Plan	94-3190386 001	Green	Green	NA	3,238	2,663	2,463	No	June 2023 to June 2024

NOTE 14 - RETIREMENT PLANS (Continued)

Pension Fund	EIN/ Pension Plan Number	PPA Zone Status [1]		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions [2]	Expiration date or range of expiration dates of CBA(s)
		2022	2021		2022	2021	2020		
NECA-IBEW Pension Trust Fund	51-6029903 001	Green	Green	NA	3,034	2,491	2,369	No	May 2023 to December 2023
Arizona Pipe Trades Pension Trust Fund	86-6025734 001	Green	Green	NA	2,940	2,020	2,301	Yes	June 2023 to June 2024
Sheet Metal Workers Pension Plan of Southern California, Arizona & Nevada	95-6052257 001	Green	Yellow	NA	2,921	3,322	2,706	No	June 2023 to June 2026
Electrical Workers Pension Plan Local 103 IBEW	04-6063734 001	Green	Green	NA	2,900	—	—	Yes	August 2023
IBEW Local 701 Pension Fund	36-6455509 001	Green	Green	NA	2,625	1,276	1,197	Yes	May 2023 to September 2023
IBEW Local No. 82 Pension Plan	31-6127268 001	Green	Green	NA	2,549	956	18	Yes	December 2023 to October 2025
Local No. 697 IBEW and Electrical Industry Pension Fund	51-6133048 001	Green	Green	NA	2,287	1,753	1,583	Yes	May 2023
U.A. Local 38 Defined Benefit Pension Fund	94-1285319 001	Green	Green	NA	2,010	1,903	2,874	No	June 2023
Plumbing & Pipe Fitting Local 219 Pension Fund	34-6682376 001	Red	Red	Implemented	1,172	1,167	1,680	Yes	May 2023
Plumbers & Pipefitters Local 162 Pension Fund	31-6125999 001	Yellow	Yellow	Implemented	1,132	1,034	969	Yes	May 2023
Steamfitters Local Union No. 420 Pension Plan	23-2004424 001	Red	Red	Implemented	1,018	677	553	No	May 2023 to April 2024
Carpenters Pension Trust Fund for Northern California	94-6050970 001	Red	Red	Implemented	532	568	385	No	June 2023
Other Multiemployer Pension Plans					59,707	56,830	53,780		Various
Total Contributions					$236,165	$221,081	$197,726		

(1) The zone status represents the most recent available information for the respective MEPP, which may be 2021 or earlier for the 2022 year and 2020 or earlier for the 2021 year. In general, plans with a “green” zone status have a funding ratio of at least 80%, plans with an “orange” or “yellow” zone status have a funding ratio of between 65% and less than 80%, and plans with a “red” zone status are less than 65% funded.

(2) This information was obtained from the respective plan’s Form 5500 (“Forms”) for the most current available filing. These dates may not correspond with our fiscal year contributions. The percentages of contributions are based upon disclosures contained in the plans’ Forms. Those Forms, among other things, disclose the names of individual participating employers whose annual contributions account for more than 5% of the aggregate annual amount contributed by all participating employers for a plan year. Accordingly, if the annual contribution of two or more of our subsidiaries each accounted for less than 5% of such contributions, but in the aggregate accounted for in excess of 5% of such contributions, that greater percentage is not available and therefore is not disclosed.

The nature and diversity of our operations may result in volatility in the amount of our contributions to a particular MEPP for any given period. That is because, in any given market, a change in the mix, volume of, or size of our projects could result in a change in our direct labor force and a corresponding change in our contributions to the MEPP(s) dictated by the applicable CBA. Additionally, the amount of contributions to a particular MEPP could also be affected by the terms of the CBA, which could require at a particular time, an increase in the contribution rate and/or surcharges. Acquisitions made by us since 2020 have resulted in incremental contributions to various MEPPs of approximately $8.8 million.

Additionally, we contribute to certain multiemployer plans that provide post retirement benefits such as health and welfare benefits and/or defined contribution/annuity plans, among others. Our contributions to these plans were approximately $213.7 million, $178.4 million, and $162.7 million for the years ended December 31, 2022, 2021, and 2020, respectively. Acquisitions made by use since 2020 have resulted in incremental contributions to such other post retirement benefit plans of approximately $18.7 million. The amount of contributions to these plans is also subject, for the most part, to the factors discussed above in conjunction with the MEPPs.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Severance Agreements

We have agreements with our executive officers and certain other key management personnel providing for severance benefits for such employees upon termination of their employment under certain circumstances.

Guarantees

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

Surety Bonds

The terms of our construction contracts frequently require that we obtain from surety companies, and provide to our customers, surety bonds as a condition to the award of such contracts. These surety bonds are issued in return for premiums, which vary depending on the size and type of the bond, and secure our payment and performance obligations under such contracts. We have agreed to indemnify the surety companies for amounts, if any, paid by them in respect of surety bonds issued on our behalf. As of December 31, 2022, based on the percentage-of-completion of our projects covered by surety bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $1.5 billion, which represents approximately 20% of our total remaining performance obligations.

Surety bonds are sometimes provided to secure obligations for wages and benefits payable to or for certain of our employees, at the request of labor unions representing such employees. In addition, surety bonds may be issued as collateral for certain insurance obligations. As of December 31, 2022, we satisfied approximately $48.1 million of the collateral requirements of our insurance programs by utilizing surety bonds.

We are not aware of any losses in connection with surety bonds that have been posted on our behalf, and we do not expect to incur significant losses in the foreseeable future.

Hazardous Materials

We are subject to regulation with respect to the handling or disposal of certain materials used in the performance of our services, which are classified as hazardous or toxic by federal, state, and local agencies. Our practice is to avoid participation in projects principally involving the remediation or removal of such materials. However, when remediation is required as part of our contract performance, we believe we comply with all applicable regulations governing the discharge of hazardous materials into the environment or otherwise relating to the protection of the environment.

Collective Bargaining Agreements

At December 31, 2022, we employed approximately 35,500 people, approximately 60% of whom are represented by various unions pursuant to approximately 450 collective bargaining agreements between our individual subsidiaries or trade associations and local unions, as well as two collective bargaining agreements that are national or regional in scope. We believe that our relations with our labor unions are generally positive.

Government Contracts

As a government contractor, we are subject to U.S. government audits and investigations relating to our operations, which such audits may result in fines, penalties and compensatory and treble damages, and possible suspension or debarment from doing business with the government. Based on currently available information, we believe the outcome of ongoing government disputes and investigations will not have a material impact on our financial position, results of operations, or liquidity.

Legal Proceedings

We are involved in several legal proceedings in which damages and claims have been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. We record a loss contingency if the potential loss from a proceeding or claim is considered probable and the amount can be reasonably estimated or a range of loss can be determined. We provide disclosure when it is reasonably possible that a loss will be incurred in excess of any recorded provision. Significant judgment is required in these determinations. As additional information becomes available, we reassess prior determinations and may change our estimates. Additional claims may be asserted against us in the future. Litigation is subject to many uncertainties, and the outcome of litigation is not predictable with assurance. It is possible that a litigation matter for which liabilities have not been recorded could be decided unfavorably to us, and that any such unfavorable decision could have a material adverse effect on our financial position, results of operations, or liquidity.

NOTE 16 - LEASES

We lease real estate, vehicles, and equipment under various arrangements which are classified as either operating or finance leases. A lease exists when a contract or part of a contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. In determining whether a lease exists, we consider whether a contract provides us with both: (a) the right to obtain substantially all of the economic benefits from the use of the identified asset and (b) the right to direct the use of the identified asset.

Many of our leases include base rental periods coupled with options to renew or terminate the lease, generally at our discretion. Certain leases additionally include options to purchase the leased asset. In evaluating the lease term, we consider whether we are reasonably certain to exercise such options. To the extent a significant economic incentive exists to exercise an option, that option is included within the lease term. However, based on the nature of our lease arrangements, options generally do not provide us with a significant economic incentive and are therefore excluded from the lease term for the majority of our arrangements.

Our leases typically include a combination of fixed and variable payments. Fixed payments are generally included when measuring the right-of-use asset and lease liability. Variable payments, which primarily represent payments based on usage of the underlying asset, are generally excluded from such measurement and expensed as incurred. In addition, certain of our lease arrangements may contain a lease coupled with an arrangement to provide other services, such as maintenance, or may require us to make other payments on behalf of the lessor related to the leased asset, such as payments for taxes or insurance. We account for these non-lease components together with the associated lease component for each of our asset classes.

The measurement of right-of-use assets and lease liabilities requires us to estimate appropriate discount rates. To the extent the rate implicit in the lease is readily determinable, such rate is utilized. However, based on information available at lease commencement for the majority of our leases, the rate implicit in the lease is not known. In these instances, we utilize an incremental borrowing rate, which represents the rate of interest that we would pay to borrow on a collateralized basis, over a similar term, an amount equal to the lease payments.

Our lease arrangements generally do not contain significant restrictions or covenants; however, certain of our vehicle and equipment leases include residual value guarantees, whereby we provide a guarantee to the lessor that the value of the underlying asset will be at least a specified amount at the end of the lease. Amounts probable of being owed under these guarantees are included within the measurement of the right-of-use asset and lease liability.

Lease Position

The following table presents our lease-related assets and liabilities as of December 31, 2022 and 2021 (in thousands):

	Classification on the Consolidated Balance Sheet	December 31, 2022	December 31, 2021
Assets			
Operating lease assets	Operating lease right-of-use assets	$ 268,063	$ 260,778
Finance lease assets	Property, plant and equipment, net	6,117	7,666
Total lease assets		$ 274,180	$ 268,444
Liabilities			
Current			
Operating	Operating lease liabilities, current	$ 67,218	$ 57,814
Finance	Current maturities of long-term debt and finance lease liabilities	2,652	3,320
Noncurrent			
Operating	Operating lease liabilities, long-term	220,764	220,836
Finance	Long-term debt and finance lease liabilities	3,807	4,717
Total lease liabilities		$ 294,441	$ 286,687

NOTE 16 - LEASES (Continued)

Lease Costs

The following table presents information related to our lease expense for the years ended December 31, 2022, 2021, and 2020 (in thousands):

	2022	2021	2020
Finance lease expense:			
Amortization expense	$ 3,550	$ 4,255	$ 4,562
Interest expense	178	255	355
Operating lease expense	77,143	70,928	69,208
Short-term lease expense [(1)]	185,061	150,500	139,706
Variable lease expense	6,782	5,421	5,441
Total lease expense	$ 272,714	$ 231,359	$ 219,272

(1) Short-term lease expense includes both leases and rentals with initial terms of one year or less and predominantly represents equipment used on construction projects.

Sublease rental income was approximately $3.8 million, $0.2 million, and $0.5 million for the years ended December 31, 2022, 2021, and 2020, respectively.

Lease Term and Discount Rate

The following table presents certain information related to the lease terms and discount rates for our leases as of December 31, 2022 and 2021:

	December 31, 2022	December 31, 2021
Weighted-average remaining lease term:		
Operating leases	5.9 years	6.4 years
Finance leases	2.9 years	2.9 years
Weighted-average discount rate:		
Operating leases	3.45 %	3.20 %
Finance leases	2.85 %	2.61 %

Other Information

The following table presents supplemental cash flow information related to our leases for the years ended December 31, 2022, 2021, and 2020 (in thousands):

	2022	2021	2020
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows used for operating leases	$ 74,927	$ 69,797	$ 65,016
Operating cash flows used for finance leases	$ 178	$ 255	$ 355
Financing cash flows used for finance leases	$ 3,551	$ 4,189	$ 4,470
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 75,027	$ 80,661	$ 55,895
Right-of-use assets obtained in exchange for new finance lease liabilities	$ 2,209	$ 2,301	$ 4,558

NOTE 16 - LEASES (Continued)

Maturity of Lease Liabilities

The following table reconciles our future minimum lease payments on an undiscounted cash flow basis to our lease liabilities reported in the Consolidated Balance Sheet as of December 31, 2022 (in thousands):

	Operating Leases	Finance Leases
2023	$ 75,479	$ 2,790
2024	58,013	2,145
2025	48,529	1,080
2026	40,055	441
2027	29,132	148
Thereafter	67,803	128
Total minimum lease payments	319,011	6,732
Less: Amount of lease payments representing interest	(31,029)	(273)
Present value of future minimum lease payments	$ 287,982	$ 6,459
Current portion of lease liabilities	$ 67,218	$ 2,652
Noncurrent portion of lease liabilities	220,764	3,807
Present value of future minimum lease payments	$ 287,982	$ 6,459

NOTE 17 - ADDITIONAL CASH FLOW INFORMATION

The following table presents information about cash paid for interest and income taxes for the years ended December 31, 2022, 2021, and 2020 (in thousands):

	2022	2021	2020
Cash paid during the year for:			
Interest	$ 11,653	$ 5,259	$ 8,289
Income taxes	$ 168,732	$ 130,811	$ 145,386

NOTE 18 - SEGMENT INFORMATION

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, industrial, healthcare, utility, and institutional customers through approximately 100 operating subsidiaries. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services;
- United States mechanical construction and facilities services;
- United States building services;
- United States industrial services; and
- United Kingdom building services.

We refer to our United States electrical construction and facilities services segment and our United States mechanical construction and facilities services segment together as our United States construction segments.

Our reportable segments and related disclosures reflect certain reclassifications of prior year amounts from our United States mechanical construction and facilities services segment to our United States building services segment, and from our United States building services segment to our United States construction segments, due to changes in our internal reporting structure aimed at realigning our service offerings.

NOTE 18 - SEGMENT INFORMATION (Continued)

The following tables present financial information for each of our reportable segments for the years ended December 31, 2022, 2021, and 2020 (in thousands):

	2022	2021	2020
Revenues from unrelated entities:			
United States electrical construction and facilities services	$ 2,433,114	$ 2,029,893	$ 1,829,979
United States mechanical construction and facilities services	4,326,674	3,952,586	3,516,789
United States building services	2,720,487	2,424,743	2,078,835
United States industrial services	1,118,767	986,407	940,895
Total United States operations	10,599,042	9,393,629	8,366,498
United Kingdom building services	477,078	509,951	430,563
Total operations	$11,076,120	$ 9,903,580	$ 8,797,061

	2022	2021	2020
Total revenues:			
United States electrical construction and facilities services	$ 2,438,916	$ 2,033,863	$ 1,836,370
United States mechanical construction and facilities services	4,373,050	3,966,123	3,529,880
United States building services	2,821,649	2,523,180	2,161,487
United States industrial services	1,175,469	1,021,217	956,373
Less intersegment revenues	(210,042)	(150,754)	(117,612)
Total United States operations	10,599,042	9,393,629	8,366,498
United Kingdom building services	477,078	509,951	430,563
Total operations	$11,076,120	$ 9,903,580	$ 8,797,061

	2022	2021	2020
Operating income (loss):			
United States electrical construction and facilities services	$ 148,728	$ 169,355	$ 162,538
United States mechanical construction and facilities services	332,294	314,420	290,444
United States building services	144,670	122,724	115,523
United States industrial services	19,787	(1,666)	1,175
Total United States operations	645,479	604,833	569,680
United Kingdom building services	29,838	27,998	20,660
Corporate administration	(110,440)	(102,031)	(98,542)
Restructuring expenses	—	—	(2,214)
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	—	—	(232,750)
Total operations	564,877	530,800	256,834
Other items:			
Net periodic pension (cost) income	4,311	3,625	2,980
Interest expense	(13,199)	(6,071)	(9,009)
Interest income	2,761	949	1,521
Income before income taxes	$ 558,750	$ 529,303	$ 252,326

NOTE 18 - SEGMENT INFORMATION (Continued)

	2022	2021	2020
Capital expenditures:			
United States electrical construction and facilities services	$ 11,228	$ 4,985	$ 8,679
United States mechanical construction and facilities services	12,004	10,182	11,347
United States building services	13,229	11,465	10,259
United States industrial services	9,905	6,159	9,595
Total United States operations	46,366	32,791	39,880
United Kingdom building services	2,816	3,015	3,693
Corporate administration	107	386	4,396
Total operations	$ 49,289	$ 36,192	$ 47,969

	2022	2021	2020
Depreciation and amortization of property, plant and equipment:			
United States electrical construction and facilities services	$ 7,543	$ 7,229	$ 6,734
United States mechanical construction and facilities services	11,556	11,403	10,964
United States building services	12,900	12,041	12,003
United States industrial services	10,888	11,723	12,405
Total United States operations	42,887	42,396	42,106
United Kingdom building services	2,752	3,938	3,046
Corporate administration	1,657	2,013	1,569
Total operations	$ 47,296	$ 48,347	$ 46,721

	December 31, 2022	December 31, 2021	December 31, 2020
Contract assets:			
United States electrical construction and facilities services	$ 75,603	$ 48,382	$ 30,986
United States mechanical construction and facilities services	100,109	89,538	67,443
United States building services	56,217	42,382	31,661
United States industrial services	10,727	18,992	11,311
Total United States operations	242,656	199,294	141,401
United Kingdom building services	30,520	30,849	30,555
Total operations	$ 273,176	$ 230,143	$ 171,956

	December 31, 2022	December 31, 2021	December 31, 2020
Contract liabilities:			
United States electrical construction and facilities services	$ 271,161	$ 200,966	$ 183,499
United States mechanical construction and facilities services	597,001	388,039	373,957
United States building services	182,273	148,812	117,643
United States industrial services	17,746	16,481	17,304
Total United States operations	1,068,181	754,298	692,403
United Kingdom building services	30,082	33,836	29,849
Total operations	$ 1,098,263	$ 788,134	$ 722,252

NOTE 18 - SEGMENT INFORMATION (Continued)

	December 31, 2022	December 31, 2021	December 31, 2020
Long-lived assets:			
United States electrical construction and facilities services	$ 302,448	$ 237,766	$ 177,692
United States mechanical construction and facilities services	519,335	515,741	522,800
United States building services	496,206	498,692	481,733
United States industrial services	341,646	365,563	394,505
Total United States operations	1,659,635	1,617,762	1,576,730
United Kingdom building services	10,320	11,402	12,017
Corporate administration	990	2,535	4,356
Total operations	$ 1,670,945	$ 1,631,699	$ 1,593,103

	December 31, 2022	December 31, 2021	December 31, 2020
Total assets:			
United States electrical construction and facilities services	$ 1,078,405	$ 855,417	$ 680,060
United States mechanical construction and facilities services	1,845,518	1,672,546	1,552,567
United States building services	1,196,001	1,089,844	1,022,290
United States industrial services	552,545	589,017	550,513
Total United States operations	4,672,469	4,206,824	3,805,430
United Kingdom building services	255,547	241,740	227,894
Corporate administration	596,591	992,882	1,030,516
Total operations	$ 5,524,607	$ 5,441,446	$ 5,063,840

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of EMCOR Group, Inc. and subsidiaries:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of EMCOR Group, Inc. and subsidiaries (the Company) as of December 31, 2022 and 2021, the related consolidated statements of operations, comprehensive income, equity, and cash flows for each of the three years in the period ended December 31, 2022, and the related notes and financial statement schedule listed in the Index at Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 23, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition from Construction Contracts

Description of the Matter

As described in Note 3 to the consolidated financial statements, the Company generally recognizes revenue from construction contracts over time using a cost-to-cost input method in which the extent of progress is measured based on the ratio of costs incurred to date to the total estimated costs at completion. In addition, the revenue recognition process requires the Company to determine the transaction price that represents the amount of consideration to which the Company expects to be entitled. A significant portion of the Company's revenues for the year ended December 31, 2022 were derived from construction contracts.

The determination of revenue recognized from construction contracts commonly requires the Company to estimate variable consideration that arises from pending change orders, contract claims, contract bonuses, and penalties, as well as to prepare estimates of the costs to complete contracts. Factors inherent in the estimation processes include, among others, historical experience with customers, the potential long-term nature of dispute resolutions, actions of third parties as well as the Company's experience with similar types of contracts. Due to uncertainties attributed to such factors, auditing revenue recognized from construction contracts involved especially challenging, subjective, and complex judgments.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls related to revenue recognition from construction contracts. For example, we tested controls over the Company's determination and review of estimates of variable consideration, costs to complete, and the completeness and accuracy of data utilized in conjunction with such estimation processes.

To test the amount of revenue recognized from construction contracts in the current period, we selected a sample of contracts and performed procedures to test the project revenue and cost forecasts. For example, we obtained and inspected the related contract agreements, amendments, and change orders to test the existence of customer arrangements and understand the scope and pricing of the related projects; performed inquiries of management and project personnel regarding facts and circumstances relevant to the accounting for such contracts; tested key components of the estimated costs to complete, including materials, labor, and subcontractors costs; agreed actual costs incurred to supporting documentation; and recalculated revenues recognized based on the project's percentage of completion and management's estimate of transaction price. In addition, we performed certain retrospective review procedures to assess management's historical ability to accurately estimate the transaction price and costs to complete contracts as well as to identify any significant or unusual changes in project revenue and cost forecasts during the period.

Valuation of Goodwill and Indefinite-Lived Intangible Assets

Description of the Matter

At December 31, 2022, the Company's goodwill and indefinite-lived trade name intangible assets were approximately $919.2 million and $230.2 million, respectively. As discussed in Note 8 to the consolidated financial statements, goodwill and trade names with indefinite lives are tested for impairment at least annually.

Auditing management's annual impairment tests was especially complex and subjective due to the significant estimation required in determining the fair value of the reporting units for goodwill and the fair value of trade name intangible assets. In particular, the fair value estimates for goodwill were sensitive to significant assumptions inherent in the Company's discounted estimated future cash flows such as the weighted average cost of capital, revenue growth rates, and operating margins. The fair value estimates for trade name intangible assets were sensitive to significant assumptions inherent in the Company's discounted estimated future cash flows such as the royalty rate, discount rate, and revenue growth rates. The fair value estimates for goodwill and trade name intangible assets are affected by expectations about future market or economic conditions relevant to each of the markets in which the Company operates.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company's impairment review processes for goodwill and trade name intangible assets. For example, we tested management's review controls over the valuation models and significant assumptions described above, including those developed by the Company's third-party valuation specialists.

To test the estimated fair value of the Company's reporting units and trade name intangible assets, with the support of a valuation specialist, we performed audit procedures that included, among others, assessing methodologies and testing the significant assumptions and completeness and accuracy of the underlying data used by the Company in its analyses. For example, we compared the significant assumptions used by management to the historical financial results of the Company's reporting units and to current industry and economic trends. We assessed the historical accuracy of management's estimates by comparing past projections to actual performance and performed sensitivity analyses of significant assumptions to evaluate the changes in fair value that would result from changes in the assumptions. In addition, we reviewed the reconciliation of the aggregate fair value of the Company's reporting units to the market capitalization of the Company.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2002.

Stamford, Connecticut
February 23, 2023

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of EMCOR Group, Inc. and subsidiaries:

Opinion on Internal Control Over Financial Reporting

We have audited EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, EMCOR Group, Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2022 consolidated financial statements of the Company and our report dated February 23, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Stamford, Connecticut
February 23, 2023

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Based on an evaluation of our disclosure controls and procedures (as required by Rules 13a-15(b) of the Securities Exchange Act of 1934), our Chairman, President and Chief Executive Officer, Anthony J. Guzzi, and our Executive Vice President and Chief Financial Officer, Mark A. Pompa, have concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934) are effective as of the end of the period covered by this report.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934). Our internal control over financial reporting is a process designed with the participation of our principal executive officer and principal financial officer or persons performing similar functions to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Our internal control over financial reporting includes policies and procedures that: (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of assets, (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and Board of Directors, and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements. A control system, no matter how well conceived and operated, can only provide reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

As of December 31, 2022, our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management has determined that EMCOR's internal control over financial reporting was effective as of December 31, 2022.

The effectiveness of our internal control over financial reporting as of December 31, 2022 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report appearing in Item 8 of this Form 10-K, which such report expressed an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2022.

Changes in Internal Control over Financial Reporting

In addition, our management with the participation of our principal executive officer and principal financial officer or persons performing similar functions has determined that no change in our internal control over financial reporting (as that term is defined in Rules 13(a)-15(f) and 15(d)-15(f) of the Securities Exchange Act of 1934) occurred during the fourth quarter of our fiscal year ended December 31, 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item 10 with respect to directors is incorporated herein by reference to the section of our definitive Proxy Statement for the 2023 Annual Meeting of Stockholders entitled "Election of Directors," which Proxy Statement is to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates (the "Proxy Statement"). The information, if any, required by this Item 10 concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 is incorporated herein by reference to the section of the Proxy Statement entitled "Delinquent Section 16(a) Reports." The information required by this Item 10 concerning the Audit Committee of our Board of Directors and Audit Committee financial experts is incorporated by reference to the section of the Proxy Statement entitled "Meetings and Committees of the Board of Directors" and "Corporate Governance." The information required by this Item 10 regarding stockholder recommendations for director candidates is incorporated by reference to the section of the Proxy Statement entitled "Recommendations for Director Candidates." Information regarding our executive officers is contained in Part I of this Form 10-K following Item 4 under the heading "Executive Officers of the Registrant." We have adopted a Code of Ethics that applies to our Chief Executive Officer and our Senior Financial Officers, which is listed on the Exhibit Index.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item 11 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Discussion and Analysis," "Executive Compensation and Related Information," "Potential Post Employment Payments," "Director Compensation," "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report."

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 (other than the information required by Section 201(d) of Regulation S-K, which is set forth below) is incorporated herein by reference to the sections of the Proxy Statement entitled "Security Ownership of Certain Beneficial Owners" and "Security Ownership of Management."

Securities Authorized for Issuance Under Equity Compensation Plans. The following table summarizes, as of December 31, 2022, certain information regarding equity compensation plans that were approved by stockholders and equity compensation plans that were not approved by stockholders.

	Equity Compensation Plan Information		
	A	B	C
Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column A)
Equity Compensation Plans Approved by Security Holders	366,954	$ —	792,726 (1)
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	366,954	$ —	792,726 (1)

(1) Represents shares of our common stock available for future issuance under our 2010 Incentive Plan, which may be issued pursuant to the award of restricted stock, unrestricted stock and/or awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, our common stock.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item 13 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Committee Interlocks and Insider Participation" and "Corporate Governance."

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item 14 is incorporated herein by reference to the section of the Proxy Statement entitled "Ratification of Appointment of Independent Auditors."

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) The following consolidated financial statements of EMCOR Group, Inc. and Subsidiaries are filed as part of this report under Part II, Item 8. Financial Statements and Supplementary Data:

Financial Statements:

Consolidated Balance Sheets - December 31, 2022 and 2021

Consolidated Statements of Operations - Years Ended December 31, 2022, 2021, and 2020

Consolidated Statements Comprehensive Income - Years Ended December 31, 2022, 2021, and 2020

Consolidated Statements of Cash Flows - Years Ended December 31, 2022, 2021, and 2020

Consolidated Statements of Equity - Years Ended December 31, 2022, 2021, and 2020

Notes to Consolidated Financial Statements

Reports of Independent Registered Public Accounting Firm (PCAOB ID: 42)

(a)(2) The following financial statement schedule is included in this Form 10-K: Schedule II - Valuation and Qualifying Accounts

All other schedules are omitted because they are not required, are inapplicable, or the information is otherwise shown in the consolidated financial statements or notes thereto.

(a)(3) The exhibits filed in response to Item 601 of Regulation S-K are listed in the Exhibit Index.

(b) Exhibit Index

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
3(a-1)	Restated Certificate of Incorporation of EMCOR filed December 15, 1994	Exhibit 3(a-5) to EMCOR's Registration Statement on Form 10 as originally filed March 17, 1995 ("Form 10")
3(a-2)	Amendment dated November 28, 1995 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1995 ("1995 Form 10-K")
3(a-3)	Amendment dated February 12, 1998 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-3) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1997 ("1997 Form 10-K")
3(a-4)	Amendment dated January 27, 2006 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-4) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2005 ("2005 Form 10-K")
3(a-5)	Amendment dated September 18, 2007 to the Restated Certificate of Incorporation of EMCOR	Exhibit A to EMCOR's Proxy Statement dated August 17, 2007 for Special Meeting of Stockholders held September 18, 2007
3(b)	Second Amended and Restated By-Laws of EMCOR	Exhibit 3.1 to EMCOR's Report on Form 8-K (Date of Report October 25, 2022)
4(a)	Sixth Amended and Restated Credit Agreement dated as of March 2, 2020 by and among EMCOR and a subsidiary and Bank of Montreal, as Agent and the lenders listed on the signature pages thereof	Exhibit 4(a) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020 ("March 2020 Form 10-Q")
4(b)	Sixth Amended and Restated Security Agreement dated as of March 2, 2020 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(b) to the March 2020 Form 10-Q
4(c)	Sixth Amended and Restated Pledge Agreement dated as of March 2, 2020 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(c) to the March 2020 Form 10-Q
4(d)	Fifth Amended and Restated Guaranty Agreement dated as of March 2, 2020 by certain of EMCOR's U.S. subsidiaries in favor of Bank of Montreal, as Agent	Exhibit 4(d) to the March 2020 Form 10-Q
4(e)	Description of Registrant's Securities	Exhibit 4(e) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2020 ("2020 Form 10-K")
4(f)	LIBOR Cessation Letter Agreement	Exhibit 4(f) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2021 ("2021 Form 10-K")
10(a)	Form of Severance Agreement ("Severance Agreement") between EMCOR and each of R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report April 25, 2005)
10(b)	Form of Amendment to Severance Agreement between EMCOR and each of R. Kevin Matz and Mark A. Pompa	Exhibit 10(c) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 ("March 2007 Form 10-Q")
10(c)	Letter Agreement dated October 12, 2004 between Anthony Guzzi and EMCOR (the "Guzzi Letter Agreement")	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report October 12, 2004)
10(d)	Form of Confidentiality Agreement between Anthony Guzzi and EMCOR	Exhibit C to the Guzzi Letter Agreement
10(e)	Form of Indemnification Agreement between EMCOR and each of its officers and directors	Exhibit F to the Guzzi Letter Agreement

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(f-1)	Severance Agreement ("Guzzi Severance Agreement") dated October 25, 2004 between Anthony Guzzi and EMCOR	Exhibit D to the Guzzi Letter Agreement
10(f-2)	Amendment to Guzzi Severance Agreement	Exhibit 10(g-2) to the March 2007 Form 10-Q
10(g-1)	Continuity Agreement dated as of June 22, 1998 between R. Kevin Matz and EMCOR ("Matz Continuity Agreement")	Exhibit 10(f) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 1998 ("June 1998 Form 10-Q")
10(g-2)	Amendment dated as of May 4, 1999 to Matz Continuity Agreement	Exhibit 10(m) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 1999 ("June 1999 Form 10-Q")
10(g-3)	Amendment dated as of January 1, 2002 to Matz Continuity Agreement	Exhibit 10(o-3) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2002 ("March 2002 Form 10-Q")
10(g-4)	Amendment dated as of March 1, 2007 to Matz Continuity Agreement	Exhibit 10(n-4) to the March 2007 Form 10-Q
10(h-1)	Continuity Agreement dated as of June 22, 1998 between Mark A. Pompa and EMCOR ("Pompa Continuity Agreement")	Exhibit 10(g) to the June 1998 Form 10-Q
10(h-2)	Amendment dated as of May 4, 1999 to Pompa Continuity Agreement	Exhibit 10(n) to the June 1999 Form 10-Q
10(h-3)	Amendment dated as of January 1, 2002 to Pompa Continuity Agreement	Exhibit 10(p-3) to the March 2002 Form 10-Q
10(h-4)	Amendment dated as of March 1, 2007 to Pompa Continuity Agreement	Exhibit 10(o-4) to the March 2007 Form 10-Q
10(i-1)	Change of Control Agreement dated as of October 25, 2004 between Anthony Guzzi ("Guzzi") and EMCOR ("Guzzi Continuity Agreement")	Exhibit E to the Guzzi Letter Agreement
10(i-2)	Amendment dated as of March 1, 2007 to Guzzi Continuity Agreement	Exhibit 10(p-2) to the March 2007 Form 10-Q
10(i-3)	Amendment to Continuity Agreements and Severance Agreements with Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10(Q) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2008 ("2008 Form 10-K")
10(j)	Amendment dated as of March 29, 2010 to Severance Agreement with Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to Form 8-K (Date of Report March 29, 2010) ("March 2010 Form 8-K")
10(k-1)	Severance Agreement dated as of October 26, 2016 between EMCOR and Maxine L. Mauricio	Exhibit 10(l-1) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 ("September 2016 Form 10-Q")
10(k-2)	Continuity Agreement dated as of October 26, 2016 between EMCOR and Maxine L. Mauricio ("Mauricio Continuity Agreement")	Exhibit 10(l-2) to the September 2016 Form 10-Q
10(k-3)	Amendment dated April 10, 2017 to Mauricio Continuity Agreement	Exhibit 10(l-3) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017
10(l-1)	EMCOR Group, Inc. Long-Term Incentive Plan ("LTIP")	Exhibit 10 to Form 8-K (Date of Report December 15, 2005)
10(l-2)	First Amendment to LTIP and updated Schedule A to LTIP	Exhibit 10(S-2) to 2008 Form 10-K
10(l-3)	Second Amendment to LTIP	Exhibit 10.2 to March 2010 Form 8-K
10(l-4)	Third Amendment to LTIP	Exhibit 10(q-4) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012 ("March 2012 Form 10-Q")

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(l-5)	Fourth Amendment to LTIP	Exhibit 10(l-5) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013
10(l-6)	Form of Certificate Representing Stock Units issued under LTIP	Exhibit 10(T-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2007 ("2007 Form 10-K")
10(l-7)	Fifth Amendment to LTIP	Exhibit 10(l-7) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2015 ("2015 Form 10-K")
10(l-8)	Sixth Amendment to LTIP	Exhibit 10(l-8) to 2015 Form 10-K
10(l-9)	Seventh Amendment to LTIP	Exhibit 10(l-9) to 2021 Form 10-K
10(m)	Key Executive Incentive Bonus Plan, as amended and restated	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 13, 2013
10(n)	Amended and Restated 2010 Incentive Plan	Exhibit 10.1 to Form 8-K (Date of Report June 11, 2020)
10(o)	EMCOR Group, Inc. Employee Stock Purchase Plan	Exhibit C to EMCOR's Proxy Statement for its Annual Meeting held June 18, 2008
10(p)	Director Award Program Adopted May 13, 2011, as amended and restated December 14, 2011	Exhibit 10(n)(n) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2011
10(q)	Form of Non-LTIP Stock Unit Certificate	Exhibit 10(p)(p) to the March 31, 2012 Form 10-Q
10(r)	Form of Director Restricted Stock Unit Agreement	Exhibit 10(k)(k) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 ("June 2012 Form 10-Q")
10(s)	Director Award Program, as Amended and Restated December 16, 2014	Exhibit 10(z) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2014
10(t)	EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(E)(E) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2012 ("2012 Form 10-K")
10(u)	First Amendment to EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2013
10(v)	Form of Executive Restricted Stock Unit Agreement	Exhibit 10(F)(F) to 2012 Form 10-K
10(w)	Executive Compensation Recoupment Policy	Exhibit 10(h)(h) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2015
14	Code of Ethics of EMCOR for Chief Executive Officer and Senior Financial Officers	Exhibit 14 to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2003
21	List of Significant Subsidiaries	Filed herewith
23.1	Consent of Ernst & Young LLP	Filed herewith
31.1	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Anthony J. Guzzi, the Chairman, President and Chief Executive Officer	Filed herewith
31.2	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Mark A. Pompa, the Executive Vice President and Chief Financial Officer	Filed herewith
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chairman, President and Chief Executive Officer	Furnished
32.2	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Executive Vice President and Chief Financial Officer	Furnished
95.1	Information concerning mine safety violations or other regulatory matters	Filed herewith

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
101	The following materials from EMCOR Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2022, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Equity and (vi) the Notes to Consolidated Financial Statements.	Filed
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)	Filed

Pursuant to Item 601(b)(4)(iii) of Regulation S-K, upon request of the Securities and Exchange Commission, the Registrant hereby undertakes to furnish a copy of any unfiled instrument which defines the rights of holders of long-term debt of the Registrant's subsidiaries.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 23, 2023

EMCOR GROUP, INC.
(Registrant)

BY: /s/ ANTHONY J. GUZZI
Anthony J. Guzzi
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on February 23, 2023.

/s/ ANTHONY J. GUZZI **Anthony J. Guzzi**	Chairman, President and Chief Executive Officer (Principal Executive Officer)
/s/ MARK A. POMPA **Mark A. Pompa**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ JASON R. NALBANDIAN **Jason R. Nalbandian**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)
/s/ JOHN W. ALTMEYER **John W. Altmeyer**	Director
/s/ RONALD L. JOHNSON **Ronald L. Johnson**	Director
/s/ DAVID H. LAIDLEY **David H. Laidley**	Director
/s/ CAROL P. LOWE **Carol P. Lowe**	Director
/s/ M. KEVIN MCEVOY **M. Kevin McEvoy**	Director
/s/ WILLIAM P. REID **William P. Reid**	Director
/s/ STEVEN B. SCHWARZWAELDER **Steven B. Schwarzwaelder**	Director
/s/ ROBIN WALKER-LEE **Robin Walker-Lee**	Director
/s/ REBECCA A. WEYENBERG **Rebecca A. Weyenberg**	Director

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

Description	Balance at Beginning of Year	Costs and Expenses	Cumulative Effect Adjustment [1]	Deductions [2]	Balance at End of Year
Allowance for credit losses					
Year Ended December 31, 2022	$ 23,534	5,166	—	(6,318)	$ 22,382
Year Ended December 31, 2021	$ 18,031	8,041	—	(2,538)	$ 23,534
Year Ended December 31, 2020	$ 14,466	3,269	3,150	(2,854)	$ 18,031

(1) Represents the adjustment to our allowance for credit losses, which was recorded to retained earnings upon the adoption of Accounting Standards Codification Topic 326.

(2) Deductions primarily represent uncollectible balances of accounts receivable written off, net of recoveries.

EXHIBIT 21

LIST OF SIGNIFICANT SUBSIDIARIES	JURISDICTION OF INCORPORATION
Dynalectric Company	Delaware
Dyn Specialty Contracting, Inc.	Virginia
EMCOR Building Services, Inc.	Delaware
EMCOR Construction Services, Inc.	Delaware
EMCOR-CSI Holding Co.	Delaware
EMCOR Mechanical Services, Inc.	Delaware
MES Holdings Corporation	Delaware
Shambaugh & Son, L.P.	Texas

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-168503) pertaining to the 2010 Incentive Plan of EMCOR Group, Inc.,

(2) Registration Statement (Form S-8 No. 333-152764) pertaining to the EMCOR Group, Inc. Employee Stock Purchase Plan,

(3) Registration Statement (Form S-8 No. 333-147015) pertaining to the 2007 Incentive Plan of EMCOR Group, Inc.,

(4) Registration Statement (Form S-8 No. 333-112940) pertaining to the EMCOR Group, Inc. Stock Option Agreements dated as of January 4, 1999, May 5, 1999, January 3, 2000, January 2, 2001, December 14, 2001, January 2, 2002, June 19, 2002, October 25, 2002, January 2, 2003, February 27, 2003, and January 2, 2004, the EMCOR Group, Inc. 2003 Non-Employee Directors' Stock Option Plan and the EMCOR Group, Inc. 2003 Management Stock Incentive Plan, and

(5) Registration Statement (Form S-8 No. 333-186926) pertaining to the EMCOR Group, Inc. Voluntary Deferral Plan;

of our reports dated February 23, 2023, with respect to the consolidated financial statements of EMCOR Group, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of EMCOR Group, Inc. and subsidiaries, included in this Annual Report (Form 10-K) of EMCOR Group, Inc. for the year ended December 31, 2022.

/s/ Ernst & Young LLP

Stamford, Connecticut
February 23, 2023

EXHIBIT 31.1

CERTIFICATION

I, Anthony J. Guzzi, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2023

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
Chairman, President and
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Mark A. Pompa, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2023

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President and
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Anthony J. Guzzi, Chairman, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 23, 2023

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
Chairman, President and
Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark A. Pompa, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 23, 2023

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President and
Chief Financial Officer

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EMCOR

Board of *Directors*

Anthony J. Guzzi *Chairman, President and Chief Executive Officer of EMCOR Group, Inc.*

John W. Altmeyer *Chief Executive Officer, GAF Commercial Roofing*

Ronald L. Johnson *Professor, School of Industrial and Systems Engineering at the Georgia Institute of Technology*

David H. Laidley *Chairman Emeritus and Former Chairman of Deloitte LLP (Canada)*

Carol P. Lowe *Former Executive Vice President and Chief Financial Officer of FLIR Systems, Inc.*

M. Kevin McEvoy *Former Chief Executive Officer of Oceaneering International, Inc.*

William P. Reid *Former Chief Executive Officer of EMCOR Industrial Services, Inc. and Ohmstede Ltd.*

Steven B. Schwarzwaelder *Former Director of McKinsey & Company*

Robin Walker-Lee *Former Executive Vice President, General Counsel and Secretary of TRW Automotive Holdings*

Rebecca A. Weyenberg *Chief Financial Officer of Astec Industries, Inc.*

Corporate *Officers*

Anthony J. Guzzi *Chairman, President and Chief Executive Officer*

Mark A. Pompa *Executive Vice President and Chief Financial Officer*

R. Kevin Matz *Executive Vice President, Shared Services*

Maxine Lum Mauricio, Esq. *Executive Vice President, General Counsel, and Corporate Secretary*

Jason R. Nalbandian *Senior Vice President and Chief Accounting Officer*

Kostas Christakos *Treasurer*

Laura M. D'Entrone *Vice President and Chief Information Security Officer*

Paul Desmarais *Vice President, Taxation*

Steven H. Fried *Vice President, Compliance*

Thomas Hiebert *Vice President, Organizational Development*

John C. Lawson *Vice President, Risk Management*

Robert Lind *Controller*

Susan N. Masters, Esq. *Vice President, Human Resources and Assistant General Counsel*

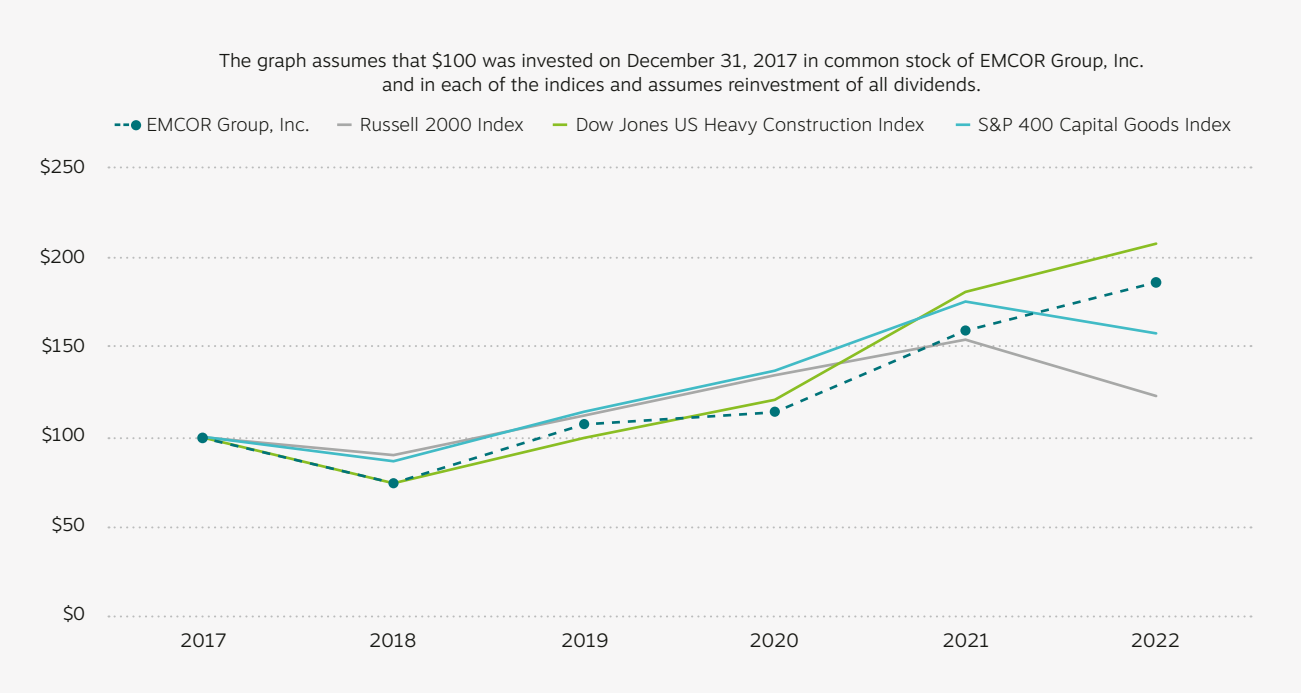
Matthew R. Pierce *Vice President, Safety, Quality, and Productivity*

Olivia Sutter *Vice President, Information Technology*

Jarrett R. Szeftel, Esq. *Vice President and Assistant General Counsel*

Anthony R. Triano *Vice President, Integrated Services*

Comparative Five-year Cumulative Total Returns



For the fiscal year ended December 31, 2022, we changed our industry reference group index from the Dow Jones US Heavy Construction Index to the S&P 400 Capital Goods Index. We believe the change provides an improved peer group comparison as the former index is comprised of a limited number of companies and, therefore, reflects volatility not aligned with our performance. Further, the market capitalization of the companies included within the S&P 400 Capital Goods Index more closely matches that of EMCOR. We have also utilized the S&P 400 Capital Goods Index in the new pay versus performance table presented in our definitive Proxy Statement. We have included both industry group indices in the graph above for comparative purposes. The shareholder return set forth in the graph above is not necessarily indicative of future performance.

Other Information

Common Stock Transfer Agent and Registrar

By Regular Mail
Computershare
P.O. Box 43006
Providence RI 02940-3006
UNITED STATES

By Overnight Delivery
Computershare
462 South 4th Street, Suite 1600
Louisville, KY 40202
UNITED STATES

Toll Free: (866) 202 6634
Toll: +1 (201) 680 6578
www.computershare.com/investor

Independent Auditors
Ernst & Young LLP
300 First Stamford Place
Stamford, CT 06902

New York Stock Exchange Information
The Common Stock of EMCOR Group, Inc. is traded on the New York Stock Exchange under the symbol “EME”.

The Company’s Annual Report on Form 10-K as filed with the U.S. Securities and Exchange Commission may be viewed at emcorgroup.com and additional copies are available without charge upon written request to:

Investor Relations
EMCOR Group, Inc.
301 Merritt Seven
Norwalk, Connecticut 06851

301 Merritt Seven
Norwalk, CT 06851

203.849.7800
emcorgroup.com

ATTACHMENT I

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS
QUESTION 2.0

AFFILIATES OF BUSINESS ENTITY
(All 100% Owned by EMCOR Mechanical/Electrical Services East, Inc.)

NAME & ADDRESS	BUSINESS	EMPLOYER ID#
Heritage Mechanical Services, Inc. 70 Schmitt Blvd. Farmingdale, NY 11735 (516) 558-2000 (NY 03/26/1973)	HVAC design manufacture & installation; sheet metal fabrication	11-2302904
JC Higgins Corp. 70 Hawes Way Stoughton, MA 02072 (781) 341-1500 (DE 06/05/1990)	Mechanical Contractor	13-3571014
Penguin Maintenance & Services Inc. Five Penn Plaza New York, NY 10001 (718) 706-6500 (DE 01/09/1991)	Maintenance of HVAC systems	13-3597209
Penguin Air Conditioning Corp. Five Penn Plaza New York, NY 1001 (718) 706-6500 (NY 11/27/1951)	HVAC Contractor	11-1684185
Welsbach Electric Corp. 111-01 14th Avenue College Point, NY 11356 (718) 670-7900 (DE 03/17/1972)	Construction & maintenance of street lighting, traffic lights, fire alarm, outdoor lighting & electrical distribution systems	11-2254226
Welsbach Electric Corp. of L. I. 300 Newtown Road Plainview, NY 11803 (516) 454-0023 (NY 11/14/1955)	Outdoor electrical contracting	11-2354251
R.S. Harritan & Company Inc. 2941 Space Road Richmond, VA 23234 (804) 275-7821 (VA 10/26/1997)	Industrial Services	54-1058702
Forest Electric Corp. 1375 Broadway, Floor 7 New York, NY 10018 (212) 318-1500 (NY 03/14/1978)	Electrical Contractor	13-2931692

FORMER AFFILIATES OF BUSINESS ENTITY
(Previously 100% Owned by EMCOR Mechanical/Electrical Services East, Inc.)

NAME & ADDRESS	BUSINESS	EMPLOYER ID#
Midland Fire Protection, Inc. 70 Hawes Way Stoughton, MA 02072 (781) 341-1500 (RI 11/17/1981)	Fire Protection Contractor	05-0393565
Professional Mechanical Contractors, LLC 367 Research Parkway Meriden, CT 06450 (203) 630-7200 (CT 6/7/95)	Mechanical Contractor	06-1426878

Welsbach Electric
of Long Island
An EMCOR Company

Welsbach Electric Corp. of L.I.
300 Newtown Road
Plainview, NY 11803
516.454.0023 • Fax: 516.454.0282

Business History Form

Referring to affirmative answer to
Question 13

13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

The following is a schedule detailing same for the past five (5) years:

WELSBACH ELECTRIC CORP. (College Point)

Date	Agency	Complaint	Outcome
9/19/19	OSHA	Citation 1 Employees performing maintenance work on traffic lanterns from the bucket truck over an active traffic lane were exposed to struck-by-hazards from vehicles passing underneath. OSHA Citation and Notification Penalty No. 1430177 (the "Citation") was resolved upon the filing on October 2, 2020 of a Joint Notification of Settlement with the Occupational Safety and Health Review Commission under Docket No. 20-0511. A copy is attached. One violation was alleged in the Citation, which violation has been amended to an, other than serious violation of 29 C.F.R. 1926 200(g)(1). Welsbach has bolstered its safety program by (i) retraining all workers in the safe operation of vehicles used in the performance of work, which training shall again be conducted in October 2020, and (ii) augmenting its spot check of nighttime work locations. See Attachment IV (a)	Status: Settled Citation: Other than Serious Conference: 10/2/2020
3/9/2021	NYC HR	Discrimination Paul Tortorice	Status: Settled 7/14/2023
3/29/2021	NYC HR	Disability Mario Perez	Status: Settled 6/21/2021

Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L. I. and Welsbach Electric Corp., including no facilities, or operations.

HERITAGE MECHANICAL SERVICES, INC.

Date	Agency	Complaint	Outcome
03//10/17	NYS Division of Human Rights	Gender Discrimination (Melanie Demicco)	NYS Dismissal, No probable cause 12/14/2017
07/05/19	NYS Division of Human Rights	Discrimination (Dilber Pacheco)	NYS Dismissal, No probable cause 12/19/2019
Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L. I. and Heritage Mechanical Services Inc., including no common management, personnel, facilities, or operations.

Forest Electric Corp.

Date	Agency	Complaint	Outcome
Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L.I. and Forest Electric Corp., including no common management, personnel, facilities, or operations.

Penguin Air Conditioning Corp.

Date	Agency	Complaint	Outcome
Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L.I. and Penguin Air Conditioning Corp., including no common management, personnel, facilities, or

Welsbach
Electric Corp.
An EMCOR Company

May 13, 2020

Attn: NYCEDC

OSHA Citation & Notification Penalty No. 1430177 was resolved upon the filing on Oct. 2, 2020 of a Joint Settlement with OSHA under Docket No. 20-0511. Violation was amended to other than serious violation of 29 C.F.R 1923 200(g)(1). A fine of $13,494.00 was issued and paid.

Very truly yours,

Peter A. Ronzetti
Executive VP | COO
Welsbach Electric Corp.

Welsbach Electric Corp.
111-01 14th Avenue
P.O. Box 560252
College Point, NY 11356-0252
Phone: 718.670.7900
Fax: 718-670-7999
www.welsbachelectric.com

Welsbach
Electric Corp.
An EMCOR Company

May 13, 2020

Attn: PASSPort

OSHA Citation & Notification Penalty No. 1430177 was resolved upon the filing on Oct. 2, 2020 of a Joint Settlement with OSHA under Docket No. 20-0511. Violation was amended to other than serious violation of 29 C.F.R 1923 200(g)(1). A fine of $13,494.00 was issued and paid.

Very truly yours,

Peter A. Ronzetti
Executive VP | COO
Welsbach Electric Corp.

Welsbach Electric Corp.
111-01 14th Avenue
P.O. Box 560252
College Point, NY 11356-0252
Phone: 718.670.7900
Fax: 718-670-7999

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION
1120 20th Street, N.W., Ninth Floor
Washington, DC 20036-3457

EUGENE SCALIA, Secretary of Labor, United States Department of Labor,	:	
Complainant,	:	OSHRC DOCKET. NO. 20-0511
v.	:	
Welsbach Electric Corp.	:	
Respondent.	:	

JOINT NOTIFICATION OF FULL SETTLEMENT

The parties respectfully notify the Court that the parties have fully settled the above captioned case and have executed a formal settlement agreement.

CERTIFICATION OF CITATION ITEMS FULLY SETTLED

The parties certify that all citation items in this case have been fully settled. All settled citation items are set forth, on a separate row, in the following chart. Commission Rule 100(b)(1)(i).[1]

Citation No.	Item No.	Resolution: Settled / Withdrawn
1	1	Settled

CERTIFICATION OF POSTING

The parties certify that the executed settlement agreement was posted to provide notice to the affected employees.[2] Commission Rules 7(g); 100(b)(1)(ii); 100(c). The parties certify that

[1] OSHRC's new Rules of Procedure were effective June 10, 2019 and all references contained herein refer to these revised Rules. Rules of Procedure, 84 Fed. Reg. 14554 (April 10, 2019) (to be codified at 29 C.F.R. pt. 2200). (https://www.federalregister.gov/documents/2019/04/10/2019-06581/rule s-of-procedure).

the settlement agreement was posted at a location prescribed by Commission Rule 7(g) on the following date: 10/1/2020.

The settlement agreement shall remain posted for fourteen (14) days.

CERTIFICATION OF SERVICE

The parties certify that the executed settlement agreement was served on the authorized employee representative of the affected employees[3] in a manner prescribed in Commission Rule 7(c) on the following date: 10/1/2020. Commission Rules 7(f); 100(b)(1)(ii); 100(c).

CERTIFICATION REGARDING PARTY WHO HAS ELECTED PARTY STATUS

The parties certify that any party who has elected party status, under Commission Rule 20, has been afforded an opportunity to provide input on all matters pertaining to the settlement before the settlement agreement was finalized. Commission Rule 100(b)(1)(iii).

CERTIFICATION WHETHER SETTLEMENT INCLUDES PLEADING WITHDRAWAL, AND WHETHER THE WITHDRAWAL IS WITH PREJUDICE

In the following chart, the parties certify the status of any citations, notifications, notices, or petitions, withdrawn in the settlement agreement, and certify whether the withdrawal was with or without prejudice. Each citation item and notification of proposed penalty withdrawn is included, on a separate row, in the chart. Commission Rule 100(b)(1)(iv).

List of Pleadings Withdrawn	**Withdrawal — With or Without Prejudice**

[2] In cases where *all* affected employees are represented by an authorized employee representative an alternative certification shall be included in the Joint Notification of Full Settlement, rather than the posting certification stated above. The alternative certification shall comply with Commission Rules 7(f); 100(b)(1)(ii); 100(c) and shall include the date of service.

[3] If *all* affected employees are not represented by an authorized employee representative, an additional certification of posting shall be included in the Joint Notification of Full Settlement. Commission Rules 7(g); 100(b)(1)(ii); 100(c). The settlement agreement shall remain posted for fourteen (14) days.
The parties certify that the settlement agreement was posted at a location prescribed by Commission Rule 7(g) on the following date: 10/1/2020

Notice of Contest	With Prejudice

ACKNOWLEDGEMENT THAT THE PARTIES HAVE NOT PROVIDED THE SETTLEMENT AGREEMENT WITH THIS JOINT NOTIFICATION.

The parties confirm that they have not incorporated the settlement agreement in, or append it to, this joint Notification of Settlement. See Commission Rule 100(b)(2).

DRAFT ORDER TERMINATING PROCEEDING.

The parties confirm that they have filed, for execution by the Judge, a draft Order Terminating Proceeding, acknowledging that the parties have resolved contested citation items and agreed to terminate the proceeding before the Commission, pursuant to Commission Rules 100(b)(3); 100(c).

Date: 10/1/2020

EXECUTED BY:

WELSBACH ELECTRIC CORP.
Respondent

By: _____
PAUL MURDY
Murtagh, Cohen, Byrne, Cutter, Murdy
100 North Park Avenue
Rockville Centre, NY11570

On behalf of Respondent,
Welsbach Electric Corp., Inc.

KATE S. O'SCANNLAIN
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor

By: Ndidi Menkiti
_____
NDIDI N. MENKITI
Trial Attorney
U.S. Department of Labor
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. 646-264-3640
Menkiti.ndidi.n@dol.gov

On behalf of Complainant,
Secretary of Labor.

CERTIFICATE OF SERVICE

I certify that on 10/1/2020, a copy of the **Joint Notification of Full Settlement** was served through the E-File system and by email on the following parties:

Paul Murdy

MCB50@msn.com
Attorney for Respondent,
Welsbach Electric Corp.

/s/ Ndidi Menkiti
Ndidi Menkiti
Trial Attorney
Menkiti.ndidi.n@dol.gov

United States Department of Labor
Office of the Regional Solicitor
Attorneys for Complainant

ATTACHMENT IV (b)

CITIZENS SUMMONS BY COMPANY

Company	EIN	Type	Description	Summons #	Occurance	Hearing Date	Status	Date Paid	PASSPORT ENTRY WEC	CORP.	HMS	FEC	Section	PASSport Status	Last Update on Summons	Notes
Forest Electric Corp.	[redacted]	Administrative	Paid Citizens Idling Summons	000663168Z	9/12/2019	9/30/2020	Paid	9/30/2020	Y		Y		S5,2	Final	4/30/2021	
Heritage Mechanical Services, Inc.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000671515Y	6/20/2019	1/20/2021	Dismissed	1/20/2021	Y		Y		S5,1	Final	4/30/2021	
Heritage Mechanical Services, Inc.	[redacted]	Administrative	DISMISSED Citizens Idling Summons	000666410L	6/20/2019	5/26/2020	Dismissed	1/20/2021	N		Y		s5,1	Final	5/17/2021	
Heritage Mechanical Services, Inc.	[redacted]	Administrative	Citizens Idling Summons	000674769H	1/19/2021	5/4/2021	Paid	4/19/2021	N		Y		s5,2	Final	5/17/2021	
Penguin Air Conditioning Corp.	[redacted]	Administrative	Paid Citizens Idling Summons	000665381B	12/11/2019	5/18/2020	Paid	5/18/2020	Y		Y		S5,2	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000661079H	5/29/2019	10/30/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000661850M	7/30/2019	10/16/2020	Dismissed	10/16/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000665248H	10/8/2019	9/29/2020	Dismissed	9/29/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000663324L	10/24/2019	10/30/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000669035M	11/7/2019	10/19/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000672157H	12/29/2019	2/8/2021	Dismissed	2/8/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000668805P	3/20/2020	10/30/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000669303M	5/11/2020	10/23/2020	Dismissed	11/9/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000672644P	8/31/2020	3/9/2021	Dismissed	3/9/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	N/A	DISMISSED Citizens Idling Summons	000672744M	9/2/2020	3/9/2021	Dismissed	3/9/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Paid Citizens Idling Summons	000662047h	8/14/2019	3/15/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Paid Citizens Idling Summons	000673702Z	8/14/2019	3/31/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Paid Citizens Idling Summons	000664534Y	10/16/2019	3/15/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Paid Citizens Idling Summons	000672984L	10/19/2019	3/10/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Paid Citizens Idling Summons	000673363N	12/2/2019	3/23/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Paid Citizens Idling Summons	000670274H	6/22/2020	12/1/2020	Paid	1/5/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000663415R	3/28/2019	6/22/2021	Dismissed	6/22/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000674706Y	5/30/2019	5/3/2021	Paid	7/7/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000674674P	7/30/2019	5/3/2021	Paid	7/22/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000671303M	12/18/2019	7/19/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000675140P	1/7/2020	5/17/2021	Dismissed	5/20/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000670363J	2/2/2020	10/25/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000675147H	2/4/2020	5/17/2021	Dismissed	5/20/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000675146X	2/4/2020	5/17/2021	Dismissed	5/20/2021	Y				s5,1	Final	7/22/2021	

Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000286485L	4/17/2020	7/28/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000674573X	10/27/2020	4/28/2021	Paid	4/22/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000674894R	11/5/2020	5/10/2021	Paid	5/10/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000674899X	11/9/2020	5/10/2021	Paid	5/10/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	00675258K	11/16/2020	8/18/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	0006755533X	12/23/2020	5/10/2021	Dismissed	6/21/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	~~Citizens Idling Summons~~	~~000665765x~~	~~12/18/2019~~	~~6/20/2020~~	~~Processing~~		No		Y		s5,2		4/30/2021	*Not Entered Record Not Found
Welsbach Electric Corp.	[redacted]	Administrative	~~Citizens Idling Summons~~	~~000665650X~~	~~12/20/2019~~	~~6/18/2020~~	~~Processing~~		No		Y		s5,2		4/30/2021	*Not Entered Record Not Found
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000674209J	3/21/2020	4/19/2021	Paid	4/22/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000673999Z	8/31/2020	8/9/2021	Processing		Y				S1,5		7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Dismissed Citizens Idling Summons	000674103L	9/22/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Dismissed Citizens Idling Summons	000674102J	9/22/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Dismissed Citizens Idling Summons	000604111L	10/2/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Dismissed Citizens Idling Summons	000674116K	10/7/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000676719Z	2/12/2020	7/14/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000675523M	11/4/2020	5/5/2021	Paid	5/19/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000675517X	10/26/2020	5/5/2021	Paid	5/19/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	DISMISSED Citizens Idling Summons	000676198M	11/9/2020	5/19/2021	Dismissed	6/16/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	[redacted]	Administrative	Citizens Idling Summons	000675541X	12/4/2020	5/5/2021	Paid	7/22/2021	Y				s5,2	Final	7/22/2021	

EMCOR Construction Services
1420 Spring Hill Road, Suite 500
McLean, VA 22102
Phone: 703.556.8000
Fax: 703.556.0890

August 10, 2023

Re: Paul Tortorice Settlement

To Whom it May Concern:

This letter confirms that the complaint brought by Paul Tortorice against Welsbach Electric Corp. and EMCOR Construction Services, Inc. has been settled and the complaint has been dismissed with prejudice. This settlement fully resolves any and all disputes between the parties.

Sincerely,

Anaila Garvey

Anaila Garvey
Vice President of Human Resources
EMCOR Construction Services, Inc.
Office: 703-556-8052

TRI-TOWN

TOWN OF HEMPSTEAD
DEPARTMENT OF
BUILDINGS

One Washington Street, Hempstead, NY 11550
Office: 516.489.5000 Fax: 516.483.1573

FREDERICK A. JAWITZ
ACTING COMMISSIONER

Master Electrician's License

Renewal No. T070

License No. [redacted] Account No. [redacted] Date of Issue 12/18/2020

PIQUETTE, DANIEL
WELSBACH ELECT. CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803

TRI-TOWN

Renewal License Expiration Date 12/31/2023 Fee Paid $135.00

Having given satisfactory evidence of competency, is hereby licensed as a Master Electrician in accordance with the Electrical Code of the Town of Hempstead subject to the said provisions of said Electrical Code and Laws and Ordinances applicable thereto.

ACTING Commissioner of Buildings Chairman Electrician's Examining Board

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
JOHN NIEWENDER, BUILDING COMMISSIONER

	License Type	**Master Electrician**
Kevin Gmelin	License Number	[redacted]
Welsbach Electric Corp. of L.I.		
300 Newtown Rd	Date Issued	**11/03/2021**
Plainview NY 11803-4310	Renewal Date	**12/31/2024**

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

William B. Tittle

Member, Examining Board of Electricians

(ME19-237660;)

License No. [redacted]

Electrician's License
Town of Oyster Bay

Department of Planning and Development

Town Hall

Oyster Bay, New York 11771

Date Expires 12/31/2023

Date Issued 12/31/2020

IS A DULY LICENSED ELECTRICIAN AND IS AUTHORIZED TO DO ELECTRIC WORK IN THE TOWN OF OYSTER BAY

Name DANIEL T. PIQUETTE

Address [redacted]

Fee Paid $ 150.00

TOBDPD – Electrician's License – Electrician's Copy

Elizabeth L. Maccarone

Commissioner
Department of Planning and Development

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Welsbach Electric Corp. of L.I.

Address: 300 Newtown Rd

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: WEC LI Officer Affidavit, 2023.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

See Emcor Group, Inc. 2022 Annual Report (10k) for Executive Officers (Page 101) and Board of Directors (Page 101) of Emcor Group, Inc.

1 File(s) uploaded: EME_AR-10K_2022.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See Emcor Group, Inc. 2022 Annual Report (Attached under Question 5) and Attachment 1 for a list of Affiliates. Welsbach Electric Corp. of L.I. is indirectly owned by Emcor Group Inc. and wholly owned by EMCOR Mechanical/Electrical Services East, Inc. Welsbach Electric Corp. of L.I. is the only Emcor Mechanical/Electrical Services East, Inc. subsidiary that will be taking part in the performance of any Nassau County contracts.

1 File(s) uploaded: Attachment 1, EMCOR East Affliates.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter “None.” The term “lobbyist” means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Darlene Kummer [DKUMMER@EMCOR.NET]

Dated: 08/01/2023 04:55:57 pm

Title: VP of Transportation

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CERTIFICATE OF
SECRETARY
OF
WELSBACH ELECTRIC CORP. OF L.I.

The undersigned, Michele Valenti, certifies that she is the duly elected, qualified and acting Secretary of Welsbach Electric Corp. of L. I., a corporation duly organized and existing under the laws of the State of New York, and that as such Secretary, she is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct and complete copy of a resolution adopted upon written consent of the sole director of this Corporation dated as April 1, 2023; and said resolution does not contravene any provision of the certificate of incorporation or by-laws of said Corporation, and has not been rescinded or modified in any respect but still remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of April, 2023.

Michele Valenti, Secretary

EXHIBIT A

RESOLVED, that the following persons be, and hereby are, elected to hold the office of the Corporation set forth opposite his/her name until such time as his/her successor is elected and shall have qualified:

Timothy P. Miller	President and Chief Executive Officer
Michele Valenti	Vice President of Finance, Controller, Secretary and Treasurer
Daniel Piquette	Vice President of Industrial/Commercial and Asst. Secretary
Darlene Kummer	Vice President of Transportation
Kevin Gmelin	Assistant Vice President

ATTACHMENT I

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS
QUESTION 2.0

AFFILIATES OF BUSINESS ENTITY
(All 100% Owned by EMCOR Mechanical/Electrical Services East, Inc.)

NAME & ADDRESS	BUSINESS	EMPLOYER ID#
Heritage Mechanical Services, Inc. 70 Schmitt Blvd. Farmingdale, NY 11735 (516) 558-2000 (NY 03/26/1973)	HVAC design manufacture & installation; sheet metal fabrication	[redacted]
JC Higgins Corp. 70 Hawes Way Stoughton, MA 02072 (781) 341-1500 (DE 06/05/1990)	Mechanical Contractor	
Penguin Maintenance & Services Inc. Five Penn Plaza New York, NY 10001 (718) 706-6500 (DE 01/09/1991)	Maintenance of HVAC systems	
Penguin Air Conditioning Corp. Five Penn Plaza New York, NY 1001 (718) 706-6500 (NY 11/27/1951)	HVAC Contractor	
Welsbach Electric Corp. 111-01 14th Avenue College Point, NY 11356 (718) 670-7900 (DE 03/17/1972)	Construction & maintenance of street lighting, traffic lights, fire alarm, outdoor lighting & electrical distribution systems	
Welsbach Electric Corp. of L. I. 300 Newtown Road Plainview, NY 11803 (516) 454-0023 (NY 11/14/1955)	Outdoor electrical contracting	
R.S. Harritan & Company Inc. 2941 Space Road Richmond, VA 23234 (804) 275-7821 (VA 10/26/1997)	Industrial Services	
Forest Electric Corp. 1375 Broadway, Floor 7 New York, NY 10018 (212) 318-1500 (NY 03/14/1978)	Electrical Contractor	

FORMER AFFILIATES OF BUSINESS ENTITY
(Previously 100% Owned by EMCOR Mechanical/Electrical Services East, Inc.)

NAME & ADDRESS	BUSINESS	EMPLOYER ID#
Midland Fire Protection, Inc. 70 Hawes Way Stoughton, MA 02072 (781) 341-1500 (RI 11/17/1981)	Fire Protection Contractor	[redacted]
Professional Mechanical Contractors, LLC 367 Research Parkway Meriden, CT 06450 (203) 630-7200 (CT 6/7/95)	Mechanical Contractor	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
***MARSH USA LLC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Phone: 866-966-4664
Emcor.Certrequest@marsh.com / Fax: 203-229-6787
[redacted]

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	[redacted]
INSURER B : American Casualty Company of Reading, PA	
INSURER C : Transportation Insurance Co	
INSURER D : Continental Insurance Company	
INSURER E :	
INSURER F :	

INSURED
WELSBACH ELECTRIC CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:		[redacted]	10/01/2023	10/01/2024	EACH OCCURRENCE	$	5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
						MED EXP (Any one person)	$	25,000
						PERSONAL & ADV INJURY	$	5,000,000
						GENERAL AGGREGATE	$	10,000,000
						PRODUCTS - COMP/OP AGG	$	14,000,000
							$	
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
						BODILY INJURY (Per person)	$	
						BODILY INJURY (Per accident)	$	
						PROPERTY DAMAGE (Per accident)	$	
						Auto Physical Damage	$	Included
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			10/01/2023	10/01/2024	EACH OCCURRENCE	$	5,000,000
						AGGREGATE	$	5,000,000
							$	
B D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10/01/2023 10/01/2023 10/01/2023	10/01/2024 10/01/2024 10/01/2024	X PER STATUTE OTH-ER		
						E.L. EACH ACCIDENT	$	1,000,000
						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
						E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACT NO: T62250-05M - NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE THROUGHOUT NASSAU COUNTY
ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: THE COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS; AND FEE OWNERS OF PROPERTIES, CONSULTANTS
WHERE REQUIRED BY CONTRACT, COVERAGE PROVIDED TO THE ADDITIONAL INSUREDS IS PRIMARY & NON-CONTRIBUTORY.
WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT AND WHERE NOT PROHIBITED BY LAW.

CERTIFICATE HOLDER
COUNTY OF NASSAU
DEPTARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NY 11590-2723

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC
Marsh USA LLC

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AGENCY CUSTOMER ID: [redacted]

LOC #: Norwalk

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
***MARSH USA LLC	WELSBACH ELECTRIC CORP. OF L.I. 300 NEWTOWN ROAD PLAINVIEW, NY 11803
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE $500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:
IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER
SCHEDULE
1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.
FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.
2. NAME:
NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Copyright 1983 National Council on Compensation Insurance.

POLICY NUMBER: GL 7039900175
NAMED INSURED: EMCOR Group, Inc.
POLICY TERM: 10-01-2023 to 10-01-2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED BY CONTRACT TO ADD AS AN ADDITIONAL INSURED BUT ONLY IF THE PERSON OR ORGANIZATION DOES NOT QUALIFY AS AN ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY OR FOR YOU PURSUANT TO THAT CONTRACT OR ANOTHER ADDITIONAL INSURED ENDORSEMENT ATTACHED TO AND FORMING A PART OF THIS POLICY.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Inc., 1992

POLICY NUMBER: [redacted]
NAMED INSURED: EMCOR Group, Inc.
POLICY TERM: 10-01-2023 to 10-01-2024

COMMERCIAL GENERAL LIABILITY [redacted]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED BY CONTRACT TO ADD AS AN ADDITIONAL INSURED FOR COMPLETED OPERATIONS COVERAGE BUT ONLY IF THE PERSON OR ORGANIZATION DOES NOT QUALIFY AS AN ADDTIONAL INSURED FOR COMPLETED OPERATIONS ON ANOTHER ADDITIONAL INSURED ENDORSEMENT ATTACHED TO AND FORMING A PART OF THIS POLICY.	**AS PER THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, PROVIDED THE LOCATION IS WITHIN THE "COVERAGE TERRITORY" OF THIS COVERAGE PART.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: July 18, 2023

SUBJECT: Increasing the Cap of the Traffic Signal Maintenance Contract
Agreement T62250-05M -- CHPW20000023
Line 13 – For An Amount Of $3,400,000.00

The Department of Public Works procured Welsbach Electric Corp., L.I. to provide Maintenance Services for all Nassau County owned traffic signals and other miscellaneous traffic devices under the Traffic Signal Maintenance Contract, through a formal sealed bid. This agreement was signed on December 1, 2020 having a start date of January 1, 2021 for a duration of two (2) years with a one (1) year extension at the Commissioner's discretion for an accepted bid amount of $15,192,200.00. This agreement was extended for the one (1) year option and is going to expire on December 31, 2023. The original Engineer's estimate for this contract was $13,500,000.00 and was significantly lower than the accepted lowest bid.

The actual bid amount in this contract is not necessarily the amount that will be encumbered. This contract's funding is provided partly through operating and partly through Capital Funding. The operating costs have a rough known quantity but also have to take in account new signals that are put into operation during the course of this contract, while the T&M Capital Repairs are unknown, and include storms, vehicle accidents, repairs, and equipment deterioration but are based upon past experience in the Department. The contract is critical in order to keep the signals in good working order and so that the Department can respond to traffic safety concerns immediately.

Due to the contract cap being based on the Engineer's estimate of $13,500,000.00, which was artificially low, and the additional associated maintenance costs with the activation of several new traffic signals, vehicle speed signs, school speed warning signs, rapid flashing beacons, etc., as well as the cost of materials and signal equipment increasing exponentially since the pandemic, the operating portion of the contract has exceeded the funding cap ($9,000,000.00) and has been exhausted.

In order to provide all necessary maintenance services throughout the remainder of the contract (December 31, 2023), the Traffic Signal Maintenance Contract will need additional funds to be encumbered under this line. The contractor claims have been paid through the end of February, 2023.

The Department of Public Works is requesting to increase the cap of this contract by Three Million Four Hundred Thousand Dollars ($3,400,000.00) as well as encumber the same to fund the contract to completion. The total maximum amount that the County shall pay to the Contractor as full consideration for their services shall not exceed Sixteen Million Nine Hundred Thousand Dollars ($16,900,000.00).

All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Kenneth G. Arnold
Commissioner

KGA:JGP:HTL:MRK:lmm
c: Joseph G. Pecora, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Michael R. Kurpisz, Unit Head, Traffic Signal Construction and Operations Unit
Christopher Yansick, Unit Head, Financial Services Unit

APPROVED:

7-24-23

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

REQUEST TO INITIATE RTI Number 23-0168

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☐ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: **Traffic Signal Maintenance Contract T6225005M**

Department: **Public Works** Project Manager: **Michael R. Kurpisz** Date: **May 03, 2023**

Service Requested: **Add funding to the Traffic Signal Maintenance Contract** FY 23

Justification: **This contract will enable us to quickly make repairs, modifications and maintain the County's existing 1600 traffic signals, 350 miscellaneous devices and 600+ street lights and related equipment 24 hours a day, 7 days a week. If this equipment is not routinely maintained, there will be safety issues and concerns, as well as liability issues that will occur from not maintaining equipment. This work must be performed by properly trained, equipped and experienced personnel with the proper vehicles.**

Requested by: **Department of Public Works** Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/**Construction**/CM/Equipment) $3,400,000.00
Circle appropriate phase

Total Project Cost: **$3,400,000.00** Date Start Work: **01/01/2022** Duration: **3 years**
Includes, design, construction and CM — Phase being requested — Phase being requested

Capital Funding Approval: YES ☐ NO ☐ Roseann Dalleva 06-08-23
SIGNATURE DATE

Funding Allocation (Capital Project): **62017 ($4,500,000.00-1.5 Million per year), Operating ($9,000,000.00- $3Million per year)**
See Attached Sheet if multiyear ☐

NIFS Entered : SIGNATURE DATE AIM Entered: Deanna Frank 6/28/23
SIGNATURE DATE

PWGEN0150=DE523 = ~~XXXXXXX~~= 3,400,000 23-0168

Funding Code: ~~XXXXXXXXXXXXXXXXXXXX~~ Timesheet Code:
use this on all encumbrances — use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☑ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☑ NO ☐
SIGNATURE

DCE/Ops Approval: YES ☑ NO ☐
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment
1.		
2.		
3.		
4.		

See Attached Sheet ☐

DCE/Ops Approval: YES NO Signature

Version January 2014

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Darlene Kummer Vice President of Transportation

Name and Title of Authorized Representative

Signature

04/07/2023
Date

Welsbach Electric Corp. of L.I.

Name of Organization

300 Newtown Road, Plainview, NY 11803

Address of Organization

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

June 20, 2022 **(REVISED September 13, 2022)**

Ms. Darlene Kummer
Welsbach Electric Corporation, L.I.
300 Newtown Road
Plainview, New York 11803

Re: Traffic Signal Maintenance
Contract Number T6225005M
Extension of Time

Dear Ms. Kummer:

You are hereby authorized an extension of time to December 31, 2023 at 11:59 PM for the completion of work under the above referenced contract.

This extension of time is not an acknowledgement by the County that the same was caused by any action on the part of the County and shall not serve to relieve you from any of the terms and conditions of the contract or from full responsibility of performance of the obligations thereunder. The County specifically reserves any and all claims, causes of action and the right to assess damages against you or your surety.

Very truly yours,

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:JGP:HTL:MRK:lmm
c: Michael C. Pulitzer, Clerk of the Legislature
Beaumont Jefferson, Deputy Comptroller, Office of the Comptroller
Joseph G. Pecora, Deputy Commissioner of Public Works
Harold T. Lutz, Director of Traffic Engineering
Michael R. Kurpisz, Unit Head, Traffic Signal Construction and Operations Unit
Matt Duffy, Inspector, Office of the Comptroller
David Gay – Traffic Systems Inspector II

B25-20

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
WESTBURY, NEW YORK

TRAFFIC SIGNAL MAINTENANCE

NASSAU COUNTY, NEW YORK
CONTRACT NO. T62250-05M

Laura Curran
County Executive

Kenneth G. Arnold, P.E.
Commissioner

NO TEXT ON THIS PAGE

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

April 20, 2020

RE: TRAFFIC SIGNAL MAINTENANCE CONTRACT

CONTRACT NO.: T62250-05M

ADDENDUM NO. 1

To all prospective Bidders:

1. This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders for the above-referenced project. The additions to and modifications of the Contract Documents, as described in this and the attached documents, shall be included in, and become part of, any Contract which may be executed for construction of this project. Bidders are instructed to take the following clarifications into account in rendering a Bid for this Work:

A. AGREEMENT SECTION:

Page **124 of 353** shall be replaced by the attached revised Agreement page. Performance and Labor and Material Bond information has been revised.

B. BID DUE DATE:

A. The Bid Due date remains **April 28, 2020.**
B. **Emergency Bid Opening:** In order to comply with New York State **Executive Order 202.11,** which reads, in part:

I hereby temporarily suspend or modify, for the period from the date of this Executive Order through April 26, 2020 the following:
Section 103(2) of the General Municipal Law, Section 144(1) of the State Finance Law, Section 376(8)(a) of the Education Law, and Section 359(1) of the Public Authorities Law to the extent necessary to allow the non-public opening of bids; provided, however, that, where practical, public entities shall record or live stream bid openings so that the public has the opportunity to view such bid openings;

No public, including vendors, will be allowed to be present for the bid opening for the above-identified contract scheduled to take place at 1550 Franklin Ave. in Mineola at 10:30 am. Upon receipt of vendors' bids, the County will open and read aloud said bids at 1550 Franklin, to which the vendors can call in and remotely participate. Vendors are still required to submit bids prior to 10:30 am at the Clerk of the Legislature.

The instructions are indicated below:

Join online meeting (web, audio):
https://otconference.nassaucountyny.gov:443/call/0142148

Join by phone:
+1-516-572-2631 or dial 22631 internally

Access codes:
0142148 Participant

END OF ADDENDUM No. 1

Traffic Signal Maintenance Contract

Contract No. T62250-05M

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NO TEXT ON THIS PAGE

NOTICE TO BIDDERS

Sealed Proposals, invited by the County of Nassau, will be received by the County Executive of Nassau County, in the office of the Clerk of the Nassau County Legislature, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, on **Tuesday, April 28, 2020 until 10:30 AM**, at which time the Proposals where accompanied with and presented separate from the required Bid Security will be publicly opened and read aloud, in the Meeting Room of the Nassau County Legislature, and the contract awarded as soon thereafter as practicable for:

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

Traffic Signal Maintenance Contract

CONTRACT NO.: T62250-05M

This contract is for the routine maintenance, modification, and support of the County's approximately 1600 traffic signal intersections and 350+ miscellaneous devices, 600+ street light devices and related equipment.

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing in the form of written addenda, to all prospective bidders, in accordance with the Instructions to Bidders, Item G.

This Contract will be subject to Nassau County Local Laws No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts," which requires submission of a Utilization plan prior to the award of a County contract, No. 2-2016, "Participation of Service-Disabled Veterans in County Contracts," and No. 9-2002, as amended by No. 3-2015, which require that firms entering into contracts with Nassau County must participate in registered and approved apprenticeship training programs unless such requirement are supplanted by requirements specified in the bidding instructions. At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to the following: Electricians, or any other trade appropriate for the type of work proposed. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the Connty. Vendors may register at https://www.nassaucountyny.gov/3153/e-Services by clicking on the "Vendor Portal Registration." In addition, any vendor submitting an offer for this solicitation should snbmit the required vendor disclosures in the Vendor Portal as well.

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents," may be examined at the Permit Office of the Department of Public Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, from **9:00 AM on March 27, 2020 until 3:45 PM on April 24, 2020 (closed daily from 12:00 Noon to 1:00 P.M)** place indicated, for review prior to purchase, barring any unforeseen complications..

Furthermore, for review only, a downloadable set of the technical specifications can be found on the County solicitation board at no charge for all registered users at:

https://apps.nassaucountyny.gov/eProc/index.php. The downloadable set only provides technical specifications and does not contain all the forms necessary for bidding.

In order to ensure that you are submitting bids based on the plans and specifications provided by the Department, please be advised that the Department will only accept bids from bidders who are on the "List of Bidders" who purchased the plans and specifications from the Department.

A non-refundable fee of **$300.00** by check or money order, payable to the Nassau County Treasurer, will be required for each set of Contract Documents requested. Prospective bidders requesting Contract Documents by mail must remit an additional, non-refundable, fee of **$30.00** per set to cover handling and first class mailing. ***ONLY BID PROPOSALS PURCHASED IN THIS MANNER WILL BE ACCEPTED/CONSIDERED.***

Questions must be submitted no later than 4:30 P.M. on April 14, 2020. All questions should be directed to Sheila M. Dukacz. at sdukacz@nassaucountyny.gov.

SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract for which separate specifications have not been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor, if applicable, (for the following enumerated work) that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

Security for Bid as set forth herein must be presented with the Bid.

"FAILURE TO PROVIDE THE REQUIRED SECURITY WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD. IN ADDITION, IF THE BID REQUIRES SUBMISSION OF SUBCONTRACTOR INFORMATION, FAILURE TO PROVIDE THE REQUIRED INFORMATION AT THE TIME OF BID OPENING MAY RENDER THE BIDDER NON-RESPONSIVE."

Dated at Mineola, LI
March 25, 2020

By Order of Laura Curran, County Executive
By Michael C. Pulitzer, Clerk of the Legislature

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

The County of Nassau, State of New York, invites bids on the forms attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be received by the Clerk of the Legislature of Nassau County, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York until 10:30 A.M., on the date noted in the Notice to Bidders, and Bids accompanied with Bid Security will be opened and read aloud in the Legislative Chambers Theodore Roosevelt Executive and Legislative Building.

B. BIDDER'S OBLIGATIONS

1. Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

2. Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary plant, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.

3. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

4. The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County.

5. The County may have acquired for its own use certain information relating to the probable profiles of the ground,

conditions below ground and water surfaces to be encountered at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, the County makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of the County for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

6. No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

7. Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

8 Bidders are cautioned that, where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the Contractor shall be required to have such a license.

C. DEFINITIONS

The Bidder's attention is directed to that Article of the Agreement and/or General Conditions which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

1. For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the

nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents which may be obtained or examined at the Permit Office of the Department of Public Works.

2. Each bid shall be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of a proposal containing unit price items, the correct total sum shall be arrived at by the correct computation, to the hundredth of a dollar ($0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Commissioner will, in all cases, cause the proposal to be corrected, up or down, in accordance with the precedence and procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder. IN NO CASE IS THE AGREEMENT TO BE FILLED OUT OR SIGNED BY THE BIDDER.

E. SUBMISSION OF BIDS

1. The bid must be signed and verified, and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail). Bid Security shall also be presented with the BID and shall be **OF THE BID BOND FORM PROVIDED** and presented in a sealed envelope, marked "Bid Security," and submitted separate from the BID. Said sealed envelope shall bear the contract number of the BID it is presented with and then **"attached to the OUTSIDE of the envelope containing the BID."**

2. SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract, for which separate specifications have **NOT** been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable)that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

F. BIDDING PROTEST PROCEDURE

1. If a Bid Protest is contemplated, the County of Nassau must be notified immediately, in writing. The notification must contain facts in support of the protest, and directed to the Office of the Clerk of the Nassau County Legislature and copied to the Department of Public Works.

Michael C. Pulitzer Clerk of the Legislature 1550 Franklin Avenue Mineola, NY 11501	Kenneth G. Arnold, P.E. Office of the Commissioner 1194 Prospect Avenue Westbury, NY 11590

2. A written decision relative to the Bid Protest will be sent, to the person protesting, prior to accepting bids or awarding of contract. If the decision is not acceptable, or you feel that further action is warranted, then you may pursue available legal remedies.

G. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing. To be given consideration, such request must be received at least seven working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by certified mail, with return receipt

requested, to all prospective bidders (at the respective address furnished for such purposes) not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

H. BID SECURITY

1. The proposal **must** be accompanied either by a **certified check** of a Bank or Trust Company with its principal place of business in New York State **in the amount of $ 200,000.00,** made payable to the County of Nassau as assurance that the bid is made in good faith; **or a BID BOND in the amount of two-hundred thousand dollars ($ 200,000.00). BIDDER MUST USE THE BID BOND FORM PROVIDED HEREIN.** The American Institute of Architects or similar substitute forms **OR FORMS IDENTICAL TO THAT PROVIDED HEREIN** will **NOT** be accepted (see Form of Bid Bond immediately following the Instruction to Bidders). **The BID BOND must be affixed to the OUTSIDE of the envelope containing the BID as indicated earlier in the INSTRUCTIONS TO BIDDERS.** FAILURE TO PROVIDE SUCH BID BOND OR CERTIFIED CHECK WITH THE BID WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.

2. **If after opening the BID, the Bid Security is found to be less than the required $ 200,000.00, the BID will at that point be determined to be non-responsive and the BID will be rejected.**

3. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which shall be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

4. Within three days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within two days after the execution of the Contract.

5. SECTION DELETED

I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

QUALIFICATIONS: A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

RESPONSIBILITY: The COUNTY, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall Provide, such information as the COUNTY deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibleness, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, Nassau County intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended, or ineligible vendors. Accordingly, responses must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller. http://www.osc.state.ny.us/vendrep/.

1. The COUNTY may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

   a. Description of its experience with projects of similar

comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.

b. Description of the bidder's proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.

c. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.

d. Identification and description of any projects within the previous five years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.

e. An adequate demonstration of financial responsibility, which may include, in the COUNTY'S discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.

f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous three years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same three year Period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

h. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.

i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate.

j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as a Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.

k. Disclosure of violations of the Prevailing Wage and Supplement payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.

m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bibber, its officers, directors, owners and/or managerial employees, within the past five years.

n. Disclosure of any violations within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

o. Identify all work to be subcontracted along with its value and when requested by the County identifying the firm(s) to which the work will be Subcontracted. All Subcontractors are subject to the approval of the

County. The approval of the Subcontractors by the County, as provided in the general conditions, may be subject to the same evaluation of responsibility.

2. Prior to a final determination that the apparent lowest bidder is not responsible, the County shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Commissioner. If such an appeal is made, the Commissioner, per established procedure, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

3. In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of the COUNTY and/or compared to other bids submitted, the COUNTY reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

NOTWITHSTANDING THE ABOVE, THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AS ELSEWHERE PROVIDED HEREIN.

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement".) each in the amount of $ 2,000,000.00, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who sign contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement, General Conditions and Supplementary Conditions.

L. REJECTION OF BIDS

1. The County reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

2. Conditional bids will not be accepted. The County reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the County, after all bids have been examined and canvassed.

M. BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsive responsible bidder, as determined by the County Executive and by terms and conditions of the Contracts.

N. STAGING AND STORAGE AREAS

Where appropriate and available, the County will permit the successful bidder to utilize County-owned property in accordance with Specific Conditions as a staging and storage area. Bidders are advised to contact the office of Contracts and Permits to determine if such arrangements are available for the specific contract being bid.

O. CONTRACT PROCESSING FEE

In accordance with the provisions of Ordinance No. 201-2001, passed by the Legislature and approved by the County Executive (original on file with the Clerk of the Legislature), the successful bidder upon signing contracts will be required to pay the following fee schedule service charge for the administration of the contract by the County of Nassau:

Value of Contract	Administrative Fee
$0 - $5000	$0
$5001 - $50,000	$160
$50,001 - $100,000	$266
Over $100,000	$533

All checks are to be made payable to the Nassau County Treasurer.

P. STATE LAWS

1. Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and, in the case of a corporation, one having its principal place of business in another state or country.

2. The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

3. The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates, shall comply with all applicable provisions of the Labor Law, as amended, of the State of New York and

particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

Q. STORM WATER POLLUTION PREVENTION

Bidders on Nassau County Projects are advised that the Federal Clean Water Act (Public Law 92-500) as amended has promulgated Storm Water management regulations which in part require a Storm Water discharge permit for certain categories of industrial activities (GP-0-12-001) or a Storm Water discharge permit for construction activities (GP-0-15-002) where discharge is to surface waters of the State and land disturbance is greater than 1 acre. Compliance is being implemented by the New York State Department of Environmental Conservation (NYSDEC) under the State Pollution Discharge Elimination System (SPDES) permitting program. Nassau County's coverage under either SPDES permit for Storm Water discharges stipulates development and/or implementation of site pollution prevention plans which will have a direct effect on contractor, subcontractor, and other site worker activities. Generally site workers, including contractors, subcontractors, etc., must become familiar with and abide by the County's Storm Water Pollution Prevention Plan (SWPPP) which describes work strategies to be employed to prevent Storm Water contamination.

Accordingly, the low bid contractor(s) will be required to sign a certification form (provided in the Agreement Section herein) at the time of their contract execution. This form states that all personnel to be employed at the site will be advised of the existence of a SWPPP, and will comply with the terms and conditions of the plan as administered by the County and their duly authorized representatives. Additionally, the contractor responsible for implementing the SWPPP shall provide, at his own expense, a full-time competent personnel, trained in construction site sediment and erosion control as approved by the Commissioner, who shall have the full authority to provide material and labor in the prosecution and completion of such work.

Subsequent to award of the contract, at the close of the pre-construction meeting, the contractors must make their supervisory personnel available for instruction by Nassau County in pollution prevention by utilizing the best practical construction activities management practices.

Instructional materials may be provided during the brief instructional session.

R. THE CONTRACT IS ALSO MADE SUBJECT TO:

1. GENERAL BUSINESS LAW, Section 322-a

2. GENERAL MUNICIPAL LAW, Section 103-d

3. LABOR LAW, Article 8 and Article 10

4. COUNTY EXECUTIVE ORDER 2-2018 and NASSAU COUNTY VENDOR CODE OF ETHICS

5. ADMINISTRATIVE CODE OF NASSAU COUNTY, Sections 22-4.2 and 22-4.3

6. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

7. Contracts receiving Federal Aid are referred to Section T., entitled, CONTRACTS WITH FEDERAL AID, of these instructions.

8. With reference to the foregoing and all other statutory citations contained in the bid documents, it is the Contractor's responsibility to appraise himself of the latest amendments.

9. Each and every provision of any law, rule or regulation required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be amended to make such insertion.

10. All required USEPA, NYSDEC and USACE permit requirements, including, but not limited to: USEPA CWA Section 402 Permit (via SPDES Permit and Storm Water Pollution Prevention Plan (SWPPP)), USACE CWA Section 404 permit (via Nationwide Permit), DEC freshwater wetlands permit, dewatering permit, and well permit, if applicable.

S. SALES TAX AND COMPENSATING USE TAX

Under the Laws of New York State all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the County of Nassau are exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

T. RESPONSIBLE CONTRACTORS

1. The Owner will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. A determination of non-responsibility will be made by the County if information obtained indicates clearly that the prospective contractor is not responsible. If the County has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, the County will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

2. A prospective contractor must:

   a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.

   b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.

   c. Not have an unsatisfactory record of performance.

d. Not have an unsatisfactory record of integrity and business ethics.
e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3. Debarred or Ineligible Bidders. No firm that is currently ineligible or debarred from the award of a direct Federal contract may be awarded a contract or a subcontract under a project supported by Federal funds. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal contracts.

U. CONTRACTS WITH FEDERAL AID

1. A Pre-Award Conference to determine the lowest responsible bidder's ability to fulfill the requirements of Executive Orders No. 11,246 and No. 11,375 is mandatory for all contracts exceeding $1,000,000.00. The Bidder will be informed during the Pre-Award Conference, the date, time and place set for a Pre-Construction Conference required by New York State.

2. Are subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; Sections 22-4.2 and 22-4.3 of the Administrative Code of Nassau County, 41 CFR (Code of Federal Regulations) 60 including Parts 60-1.4, 60-250.4 and 60-741.4.

3. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

V. FRINGE BENEFIT SUPPLEMENTS

The successful bidder will be required to comply with the Labor Law provisions contained in this Agreement.

W. APPRENTICESHIP TRAINING PROGRAMS

The successful bidder will be required to comply with Title 51 Apprenticeship Training Programs for County Contracts

included below.

X. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN IN NASSAU COUNTY CONTRACTS

The successful bidder be required to comply with Title 53, Nassau County Local Law No. 14-2002, entitled "Participation by Minority group members and Women in Nassau County Contracts," which requires the successful bidder to submit a utilization plan prior to the award of a County contract, as such contract is defined in Title 53. The Utilization plan shall identify certified minority or women owned business enterprises that have committed to perform work in connection with the proposed contract as well as any such enterprises which the contractor intends to use in connection with contractor's performance of the proposed County contract. The Utilization plan shall specifically contain a list, including the name, address and telephone number, of each certified enterprise with which the contractor intends to subcontract. The development of the Utilization Plan shall be documented in the "Best Efforts" Form included herein.

Y. PARTICIPATION BY SERVICE_DISABLED VETERANS IN COUNTY CONTRACTS

The successful bidder will be required to comply Title 82, Nassau County Local Law No. 2-2016, entitled, "Participation of Service Disabled Veterans in County Contracts," which requires greater participation by New York State certified service-disabled veteran-owned businesses in Nassau County contracts. Compliance with Title 82 shall be documented in the "Best Efforts" Form included herein.

TITLE 51

APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

Section 1. Legislative Intent.
2. Definitions.
3. Requirements and Exceptions.
4. Enforcement.
5. Severability.
6. Applicability

1. **Legislative intent and purpose.** The County of Nassau hereby establishes a policy to promote apprenticeship training as authorized by Section 816-b of the NEW YORK LABOR LAW.

2. **Definitions.** As used in this local law, the following terms shall have the meanings indicated:

A. "Certificate of Completion" shall mean a certificate issued by the New York State Department of Labor which recognizes an employee's successful completion of an apprenticeship program.
B. "Construction contract" shall mean any contract to which the County of Nassau shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility of physical structure of any kind with a value in excess of $500,000.
C. "Contractor or subcontractor" shall mean a contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW.
D. "Sponsor" shall mean any organization or entity operating an apprenticeship program with the New York State Department of Labor and in whose name the program is registered.

3. **Requirements and Exceptions.**

A. The County of Nassau hereby requires any contractor, prior to entering into a construction contract with the County of Nassau, or any subcontractor entering into a contract with a contractor who has a construction contract with the County of Nassau, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved by the New York State Commissioner of Labor in accordance

with Article 23 of the NEW YORK LABOR LAW, as evidenced by valid Certificates of Completion which are specifically identified as pertaining to the trade(s) and/or job title(s) called for within the construction contract, anything in Section 103 of the NEW YORK GENERAL MUNICIPAL LAW to the contrary notwithstanding.

B. Prior to entering a construction agreement with the County of Nassau, a contractor must submit to the County, Certificates of Completion showing that they, or their sponsor, graduated at least on apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. If a contractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying its signatory status.

C. It shall be a contractor's responsibility to submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and to provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from their apprenticeship program.

D. If a contractor utilizes a subcontractor on a construction contract, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. The contractor must submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor must submit to the County a letter

from the sponsor verifying the signatory status.

E. It shall be the responsibility of the County department or agency administering a construction contract to verify that a contractor or subcontractor is a participant in a state approved and registered apprenticeship program and to include the submitted Certificates of Completion as an attachment to the final contract, work order or other document memorializing the award of work to the contractor.

F. It shall be the responsibility of the County department of agency administering a construction contract to designate an individual within that department or agency who shall be responsible for specifically identifying within a construction contract the trade(s) and/or job title(s) necessary to perform the construction contract and verifying the validity of Certificates of Completion and including same as an attachment to the final contract, work order or other document memorializing the award of work to the contractor or subcontractor.

G. In the event a County department or agency other than the Department of Public Works is administering a construction contract, that department or agency shall notify the Department of Public Works of said contract and the Department of Public Works will assist the department or agency to achieve compliance with the apprenticeship requirements set forth in this chapter.

H. For the purpose of this title only, the length of program for the trade of laborer shall be two years.

4. **Enforcement.** The County Department of Public Works is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this local law.

5. **Severability.** If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

6. **Applicability.** This local law shall apply to construction contracts advertised for bids on or after the effective date.

(Added by Local Law No. 9-2002, in effect August 8, 2002, amended Local Law No. 3-2013 and Local Law 3-2015 effective June 19, 2015.)

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Welsbach Electric Corp. of L.I. 300 Newtown Road, Plainview, NY 11803 as Principal; and Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183 as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Two Hundred Thousand and 00/100 dollars ($ 200,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 16th day of April, 2020

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. T62250-05M for the

Traffic Signal Maintenance

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Welsbach Electric Corp. of L.I.
Contractor

by _____ (L.S.) (Corporate seal of Contractor
Pres./CEO Title if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Travelers Casualty and Surety Company of America
Surety

by _____ (L.S.)
Title of Officer
Rita Losquadro, Attorney-in-Fact

Witness:
~~Attest~~ _____ (L.S.) (Corporate seal of Surety)
~~Title of Officer~~

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

ss.:)
COUNTY OF Nassau)

On this 16th day of April, 20 20, before me personally came Joseph P. Florio to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO/President of the Welsbach Electric Corp. of L.I. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

DAWN E. UCHACZ
Notary Public, State of New York
No. 01UC6047887
Qualified in Suffolk County
Commission Expires September 10, 20 22

Dawn E. Uch
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:)
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:)
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

(Acknowledgment by Surety Company)

STATE OF NEW YORK)

)

ss.:

COUNTY OF NASSAU)

On this 16th day of April, 20 20, before me personally came Rita Losquadro to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Nelly Renchiwich further said that he is acquainted with Rita Losquadro and knows him to be the Attorney-in-Fact of said company; that the signature of the said Rita Losquadro subscribed to the within instrument is in the genuine handwriting of the said Rita Losquadro and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Nelly Renchiwich.

Notary Public

NELLY M RENCHIWICH
Notary Public, State of New York
No. 01RE6218158
Qualified in Nassau County
Commission Expires March 1, 2022

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty & Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,123,684,564. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2019, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 7th day of April 2020.

Linda A. Lacewell
Superintendent

Ellen Buxbaum
Special Deputy Superintendent

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rita Losquadro** of **UNIONDALE**, **New York**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16TH day of APRIL, 2020

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 90,238,215	UNEARNED PREMIUMS	$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,487
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,994,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,585,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,828	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	587,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,988	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	$ 2,263,017,456
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,123,684,564
TOTAL ASSETS	$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	$ 4,386,702,020

S OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

Michael J Doody

VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
28TH DAY OF MARCH, 2020

Susan M. Weissleder

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO.

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
WELSBACH ELECTRIC CORP. OF L.I. 300 NEWTOWN RD PLAINVIEW, NY 1180[redacted] Federal ID No.:	TRAFFIC SIGNAL MAINTENANCE	04/28/20	15,192,200.00

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☒ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box ☒, skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: [signature] Title: PRESIDENT/C.E.O. Date: APRIL 28, 2020

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COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR

TRAFFIC SIGNAL MAINTENANCE CONTRACT
NASSAU COUNTY, NEW YORK
CONTRACT NO.: T62250-05M

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: WELSBACH ELECTRIC CORP. OF L.I.
(~~Individual, Firm or~~ Corporation as case may be)

Bidder's Address: 300 NEWTOWN RD PLAINVIEW, NY 11803

Telephone: (516) 454-0023 Date: APRIL 28, 2020

Fax Tel.: (516) 454-0282 E-MAIL: DKUHNEL@EYCOR.NET

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: NEW YORK

Name of President/C.E.O. JOSEPH P. FLORIO

President's Domicile: [redacted]

Name of Vice President: ASST. DAN PIRUETTE

Vice President's Domicile: ASST. [redacted]

Corporate Officer: MICHELE VALENTI Title: ASST. SECY / ASST. TREASURER

Corporate Officer's Domicile: [redacted]

Corporate Officer: — Title: —

Corporate Officer's Domicile: —

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

PROPOSAL

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.
Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.

IV. Apprenticeship Training Program
For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

See Attachment #1A

NO TEXT ON THIS PAGE

INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
Nassau-Suffolk Counties

To Whom It May Concern:

Ref: Welsbach Electric Corp, L.I.

This will confirm that Welsbach Electric Corp, L.I. is a signatory contractor in good standing with Local Union #25, IBEW since 1975. Welsbach Electric Corp, L.I employs Local #25 member electricians and is affiliated with our New York State Registered Apprenticeship Program

Very truly yours,

L. U. #25, IBEW

Kevin B. Casey

Kevin B. Casey
Business Manager

KBC/msb

370 Vanderbilt Motor Pkwy • P.O. Box 18033 • Hauppauge, NY 11788-8833 • (631) 273-4567 • Fax (631) 273-4773

Attachment #1A

CONTRACT NO. T6225005M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS	CENTS	BID FACTOR	TOTAL DOLLARS	CENTS
1	1,600 EACH	TRAFFIC SIGNAL LIGHT INTERSECTIONS For One hundred twenty dollars and Dollars no Cents	120	00	x 36	6,912,000.	00
2	350 EACH	MISCELLANEOUS DEVICES For Eighty-two dollars and no cents Dollars Cents	82.	00	x 36	1,033,200.	00
4A	124,000 EACH	TRAFFIC SIGNAL LIGHT RELAMP For Twenty-one dollars and no cents Dollars Cents	21.	00	x 1	2,604,000.	00
419S-075	1,000 L.F.	FURNISH & INSTALL 3/4" STEEL CONDUIT FOR LOOPS For Two dollars and no cents Dollars Cents	2.	00	x 1	2,000.	00
422LX	16,000 L.F.	FURNISH & INSTALL LOOP WIRE For Two dollars and no cents Dollars Cents	2.	00	x 1	32,000.	00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225005M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS	CENTS	BID FACTOR	TOTAL DOLLARS	CENTS
422LSX	6,000 L.F.	**FURNISH & INSTALL SAWCUT FOR LOOP** For Fourteen dollars and no cents Dollars Cents	14.	00	x 1	84,000.	00
5A	75 EACH	**PAINT - STRAIN POLE** For Forty dollars and no cents Dollars Cents	40.	00	x 1	3,000.	00
5B	25 EACH	**PAINT - AUXILIARY POLE** For Fifty dollars and no cents Dollars Cents	50.	00	x 1	1,250.	00
5C	50 EACH	**PAINT - POST** For Thirty dollars and no cents Dollars Cents	30.	00	x 1	1,500.	00
5D	5 EACH	**PAINT - MAST ARM** For Forty dollars and no cents Dollars Cents	40.	00	x 1	200.	00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225005M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS	CENTS	BID FACTOR	TOTAL DOLLARS	CENTS
5E	150 EACH	PAINT - MAST ARM & POLE For Fifty dollars and no cents Dollars Cents	50.	00	x 1	7,500.	00
5F	600 EACH	PAINT - SIGNAL HEAD For Fifty-five dollars and no cents Dollars Cents	55.	00	x 1	33,000.	00
5G	160 EACH	PAINT - PEDESTRIAN SIGNAL For Fifty dollars and no cents Dollars Cents	50.	00	x 1	8,000.	00
5H	25 EACH	PAINT - CONTROL BOX For Twenty dollars and no cents Dollars Cents	20.	00	x 1	500.	00
5J	400 EACH	PAINT - PUSHBUTTON For Ten dollars and no cents Dollars Cents	10.	00	x 1	4,000.	00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225005M

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE BID DOLLARS	CENTS	BID FACTOR	TOTAL DOLLARS	CENTS
5L	100 EACH	PAINT - TRAFFIC SIGNAL NUMBER COMPLETE For Five dollars and no cents Dollars Cents	5	00	x 1	500.	00
5M	1 EACH	PAINT - SIGN STRUCTURE COMPLETE For Two hundred fifty dollars and no cents Dollars Cents	250.	00	x 1	250.	00
5N	10 EACH	REFURBISH SIGNAL SECTION For Fifteen dollars and no cents Dollars Cents	15.	00	x 1	150.	00
5P	10 EACH	PAINT - TRAFFIC SIGNAL HARDWARE For Fifteen dollars and no cents Dollars Cents	15.	00	x 1	150.	00
6	$90,000 L.S.	FURNISH EQUIPMENT-AS ORDERED (Forced Bid) For Ninety-Thousand - and 00/100 Dollars Cents	$90,000	.00	x 1	$90,000	.00

NO TEXT ON THIS PAGE

CONTRACT NO. T6225005M

Bidders are hereby notified that the listing of all electrically operated traffic control devices and miscellaneous devices under the jurisdiction of the Department may be seen by contacting the Engineer.

Division 2, Section 3 - Time and Material

Material: **$250,000** x 10% Ten (Overhead and Profit Percentage + 100%) equals 110% One hundred ten percent — $ 275,000.00

Material RM: **$500,000** x 5% (Forced Bid) (Overhead and Profit — $ **525,000.00**

Time: **$2,750,000** x 30% Thirty (Overhead and Profit Percentage + 100%) equals 130% One hundred thirty percent — $ 3,575,000.00

(Note: The figures in both the Time and Material percentages are not indicative of an estimated price. This figure is merely inserted as a basis for bidding purposes. The County reserves the right to delete, increase or decrease the figures in both Time and Material and the estimated units, any time during the duration of the Contract. Note: Material supplied or provided under T&M RM will be paid at invoice plus 5%.

Total Maintenance Items	$ 10,817,200.00
Total Time and Material	$ 4,375,000.00
Total Bid	$ 15,192,200.00

TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS:

For Fifteen million one hundred ninety-two thousand two hundred dollars and no cents

Dollars Cents

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)
JOSEPH P. FIORIO

WELSBACH ELECTRIC CORP. OF L.I.
(Name of Business)

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IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

04/28/20 JOSEPH P. FURIO, PRESIDENT/C.E.O.

Signature/Date Print Name and Position

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: Welsbach Electric Corp. of L.I.

TELEPHONE NUMBER: (516) 454.0023

WORK SITE OR FACILITY NAME: Various

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: Various Locations Throughout Nassau County

Signature April 28, 2020
Date

Joseph P. Florio President/C.E.O.
Print Name and Title of Signer

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JOSEPH P. FLOMO PRESIDENT / C.E.O. — 04/28/2020
Name and Title of Authorized Representative — m/d/yy

Signature — 04/28/2020
Date

WELSBACH ELECTRIC CORP. OF L.I.
Name of Organization

300 NEWTOWN RD PLAINVIEW, NY 11803
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: WELSBACH ELECTRIC CORP. OF L.I.

Contract Title: TRAFFIC SIGNAL MAINTENANCE

Contract Number: T62250-05M

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature _____ Date APRIL 28, 2020

JOSEPH P. FLOMO
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

_____

_____

_____

_____

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LAURA CURRAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY: Deputy County Executive For Compliance County Executive

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

Vendor Code of Ethics

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Vendor Code of Ethics

Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

Vendor Code of Ethics

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of
procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: _____

Project Description: _____

The prospective lower tier participant _____(subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to_____[prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this_____day of_____, 20____.

By _____Signature of Authorized Official

_____ Name and Title of Authorized Official

SEE EMAILED
MARBELITE ATTACHED

Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: WELSBACH ELECTRIC Corp. OF L.I.

Bid/Proposal No.: T62250.05H

I, DARLENE KUMMER, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 04/28/2020 and that I understand it and will comply with this Code in my participation in procurements between MARBELITE COMPANY INC (Vendor name) and Nassau County.

Executed this 28th day of April, 2020.

By _____ Signature of Employee

DARLENE KUMMER, PROJECT MGR/ESTIMATOR Name and Title of Employee

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: T62250-05M

Project Description: TRAFFIC SIGNAL MAINTENANCE

The prospective lower tier participant Marbelite Company Inc ~~(subcontractor, subconsultant~~ or supplier name) hereby certifies, by submission of this bid or proposal to Welsbach Electric Corp. of [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 27th day of April, 2020.

By _____ Signature of Authorized Official

David Verdoni, Vice President Name and Title of Authorized Official

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

PROPOSAL

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
4A	L.E.D. MODULES	MARBELITE Co.
1,2	SPARE TRAFFIC EQUIPMENT	"

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Welsbach Electric Corp. of L.I.

~~(Individual, Firm or~~ Corporation, as case may be)

Individual's Social Security Number: —

Firm or Corporation's Federal ID Number: [redacted]

Firm or Corporation's Municipal License ID Number: [redacted]

Municipal Licensing Agency: Town of Hempstead Tri-Town

By: [signature] Date: April 28, 2020

(Print): Joseph P. Fiomo Title: President / C.E.O.

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: [signature]

Asst. Secretary Michele Valenti

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

JOSEPH P. FLORIO Being duly sworn, deposes and says: That he resides at [redacted], that he is the PRESIDENT / CEO. of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 28th day of April 2020.

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2023

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 65 YEARS

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 65 YEARS

   b. as a Subcontractor 65 YEARS

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
SEE ATTACHMENT #1			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	NCDPW TSL MAINTENANCE	70%	NCDPW 1194 PROSPECT AVE T6225004M
	NCDPW TSL MAINTENANCE	100%	NCDPW 1194 PROSPECT AVE T6225003M
	NCDPW TSL MAINTENANCE	100%	NCDPW 1194 PROSPECT AVE T6225002M
	NCDPW DELRD TRAFFIC SIGNALS Ø1	100%	NCDPW 1194 PROSPECT AVE H62161
	NCDPW DELRD TRAFFIC SIGNALS Ø2	100%	NCDPW 1194 PROSPECT AVE H62162

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

Welsbach Electric Corp. of L.I.
Job List

Job	Owner	Contract	Description	Est Revenue	Start Date	Original Comp Date	Comp Date
			Transportation Division				
027	Broadway Maintenance		Broadway Maintenance	[redacted]	01/01/19	12/31/20	12/31/20
065	Garage		Garage	[redacted]	01/01/19	12/31/20	12/31/20
066	Warehouse		Warehouse	[redacted]	01/01/19	12/31/20	12/31/20
319	American Traffic Solutions		Red Light Camera	[redacted]	12/15/15	12/31/16	12/31/20
326	N.Y.S.D.O.T.	D263217	VMS Retrofit	[redacted]	10/01/16	04/19/18	08/31/18
334	City of Long Beach	C-870	S.L. Maintenance	[redacted]	05/01/17	10/31/18	10/31/20
337	Village of Mineola	2017	S.L. Maintenance	[redacted]	02/01/18	01/31/21	01/31/21
344	N.C.D.P.W.	T62250-04M	T.S. Maint & Inst	[redacted]	01/01/19	12/31/19	12/31/20
345	N.C.D.P.W.	T62181-01G	T.S. Communications Phase II	[redacted]	10/28/19	04/13/21	04/13/21
347	Town of Oyster Bay	PRE 19-194	Parks Electrical Service Requirements	[redacted]	05/07/19	05/06/20	05/06/20
348	Town of Hempstead	PW 35-18	S.L. Resiliency Program	[redacted]	08/01/19	11/30/19	12/31/20
349	Town of Islip	DPW 4-2019	S.L. Maint & Inst	[redacted]	07/17/19	07/17/22	07/17/22
350	TL Applicant LLC		T.S. Modfication Union Tpk	[redacted]	09/01/19	03/31/20	12/31/20
351	TL Applicant LLC		T.S. Inst 1999/2400 Marcus Ave	[redacted]	11/01/19	06/30/20	12/31/20
352	S.C.D.P.W.	CP 5054 & 555:	T.S. Mod CR 10, Elwood Rd (GGG)	[redacted]	11/01/19	06/30/20	06/30/20
353	Village of Glen Cove	5535	S.L. LED Upgrade (Guth DeConzo)	[redacted]	11/07/19	02/15/20	06/30/20
354	Town of Hempstead	PW 38-19	S.L. Maint & Requirements	[redacted]	03/01/20	08/31/20	08/31/20
000	N.C.D.P.W.	T62175-01G	Variable Message Signs Ph I	[redacted]			
001	N.C.D.P.W.	T62000-05ER	T.S. System Operations Ph V	[redacted]			
002	N.C.D.P.W.	T62017-08E	T.S. Requirements	[redacted]			
394	Misc Maint Contracts		Villages, Towns & Private	[redacted]	01/01/19	12/31/20	12/31/20
395	Lump Sums and T&M		Villages, Towns & Private	[redacted]	01/01/19	12/31/20	12/31/20
			Industrial Division				
662	Massapequa UFSD	MASD1803 E	Ames HS Campus Electric Srvc Upgr	[redacted]	04/01/19	08/23/19	08/23/19
664	Town of Islip	DPD 7-18	Bay Shore Marina Improv (Conway)	[redacted]	04/04/19	03/15/20	03/15/20
667	William Floyd UFSD	Project D, EC-2	William Paca MS Ballfield Ltg Inst	[redacted]	12/01/19	03/31/20	03/31/20
668	Great Neck Water District	19-03-E	Manhasset Valley Pump Station Upgrac	[redacted]	05/04/20	11/05/21	11/05/21

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.
NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.
NONE

10. In what other lines of business are you financially interested?
NONE. WEISSBACH ELECTRIC CORP. OF L.I. IS A WHOLLY OWNED SUBSIDIARY OF EMCOR GROUP, INC.

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
JOSEPH P. FLORIO	PRESIDENT/C.E.O.	41 YEARS	ELECTRICAL CONST & MAINTENANCE	FINANCE/MGMT
DAN PIRUETTE	ASST. VICE PRESIDENT	26 YEARS	"	PROJECT MGMT/ESTIMATING
MICHELE VALENTI	ASST. SECY/ASST. TREASURER	30 YEARS	"	FINANCE/MGMT
KEVIN GINELIN	LABOR SUPERINTENDENT	24 YEARS	"	ELECTRICIAN/SUPER

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
SEE ATTACHMENT #2			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)

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WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
2	2002 FORD PICK, RD	[redacted]
6	1997 FORD SUBN, WH	
12	2004 FORD VAN, WH	
15	2000 FORD VAN, WH	
17	2000 FORD UTIL, WH	
21	1997 GMC UTIL, WH	
24	1997 FORD VAN, WH	
29	1992 FORD VAN, WH	
31	2002 FORD UTIL, WH	
32	1999 FORD UTIL, WH	
35	2002 FORD VAN, WH	
39	2003 FORD VAN, WH	
40	2010 FORD VAN, WH	
41	2004 FORD UTIL, WH	
42	1990 INTER UTIL, WH	
43	2002 FORD VAN, WH	
45	2008 INTER FLAT, WH	
48	2001 FREIG UTIL, WH	
49	2002 FORD SUBN, WH	
51	2000 FORD VAN, WH	
53	2000 FORD VAN, WH	
54	1997 FORD FLAT, WH	
56	1995 GMC DUMP, WH	
58	1995 INTER UTIL, WH	
60	1997 FORD FLAT, WH	
65	2001 FORD VAN, WH	
66	2001 FORD VAN, WH	
68	2000 FORD VAN, WH	
70	2003 MITSU DELV, WH	
73	2001 FORD VAN, WH	
74	1998 WE/CA TRLR, WH	
75	1999 FORD VAN, WH	
76	1995 FORD FLAT, WH	
78	2004 FORD FLAT, WH	
79	1997 FORD SUBN, WH	
80	1983 CUSTO FLAT, YW	
81	2003 FORD VAN, WH	
83	2001 GMC UTIL, WH	
84	2008 FORD UTIL, WH	
85	1997 FORD UTIL, WH	
87	1998 INTER UTIL, WH	
89	2004 FORD VAN, WH	

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
91	1999 FORD UTIL, BK	[redacted]
92	1999 INTER UTIL, WH	[redacted]
93	2001 INTER UTIL, WH	[redacted]
94	2001 INTER UTIL, WH	[redacted]
95	1992 GMC RBM, WH	[redacted]
96	2001 INTER UTIL, WH	[redacted]
97	1997 INTER UTIL, WH	[redacted]
98	1984 FORD UTIL, WH	[redacted]
99	2000 FORD PICK, WH	[redacted]
102	1997 FORD DUMP, WH	[redacted]
103	1997 FORD DUMP, WH	[redacted]
104	1997 FORD DUMP, WH	[redacted]
105	2001 INTER UTIL, WH	[redacted]
106	1988 CURTI FLAT, YW	[redacted]
109	2000 TO/BR TRLR, BK	[redacted]
110	1999 FRHT UTIL, WH	[redacted]
112	1966 TRUCO TRLR,YW	[redacted]
115	1999 FORD VAN, WH	[redacted]
117	2000 FORD VAN, WH	[redacted]
118	2001 INTER UTIL, WH	[redacted]
119	2008 FORD UTIL, WH	[redacted]
120	1989 BELSH FLAT, YW	[redacted]
121	2006 JTC TRLR, WH	[redacted]
122	1988 CURTI TRLR, YW	[redacted]
123	2000 SHERM TRLR, YW	[redacted]
124	2006 JTCS TRLR, NO CL	[redacted]
125	2001 INTER UTIL, WH	[redacted]
126	1994 FORD UTIL, YW	[redacted]
129	2001 INT UTIL, WH	[redacted]
130	2006 FORD VAN, WH	[redacted]
131	2006 FORD VAN, WH	[redacted]
132	2008 FORD VAN, WH	[redacted]
134	2002 FORD VAN, WH	[redacted]
135	2004 FORD VAN, WH	[redacted]
150	2004 FORD VAN, WH	[redacted]
163	2001 FORD PICK, GR	[redacted]
166	2016 FORD PICK, GR	[redacted]
167	2016 FORD PICK, WH	[redacted]
170	1985 BUTLE FLAT, YW	[redacted]
171	1992 CUSTO TRLR, OR	[redacted]
177	2003 FORD VAN, WH	[redacted]
178	2003 FORD VAN, WH	[redacted]

WELSBACH ELECTRIC CORP. of L.I.

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
186	2012 FORD SUBN, BK	[redacted]
187	2014 FORD SUBN, GY	
188	2014 FORD SUBN, WH	
200	2013 SCORP TRLR, WH	
201	2004 ISUZU FLAT, WH	
202	2004 FORD SUBN, WH	
203	2008 FORD UTIL, WH	
204	2013 CHEVY UTIL, WH	
205	2014 BE/EN TRLR, WH	
207	2011 DODGE UTIL, WH	
210	1999 FORD VAN, WH	
211	2004 FORD UTIL, WH	
212	1999 FORD UTIL, GY	
213	2014 MANCO TRLR, OR	
214	2006 FORD DELV, WH	
215	2006 FORD UTIL, WH	
216	2007 FORD UTIL, YW	
217	2012 FORD VAN, WH	
218	2013 FORD VAN, WH	
219	2008 FORD UTIL, WH	
220	2012 FORD VAN, WH	
221	2019 FORD VAN, WH	
222	2019 FORD VAN, WH	
223	2009 FORD VAN, WH	
224	2019 JEEP SUBN, WH	
225	2019 JEEP SUBN, WH	
703	2004 INTER UTIL, WH	

14. In what manner have you inspected this proposed work? Explain in detail.

WE CURRENTLY MAINTAIN THE TRAFFIC SIGNAL & COMPUTER MAINTENANCE CONTRACTS UNDER T62250-04M AND H62000-03E.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

ALL WORK TO BE DONE IN ACCORDANCE TO THE CONTRACT DOCUMENTS AND THE LATEST SPECIFICATIONS INCLUDED OR AVAILABLE TO THE CONTRACTOR AT THE TIME OF BID.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

TO BE PROVIDED UPON AWARD

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

SEE ATTACHMENT #3

NO TEXT ON THIS PAGE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
***MARSH USA INC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Phone: 866-966-4664
Emcor.Certrequest@marsh.com / Fax: 203-229-6787
[redacted] 344

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : American Casualty Company of Reading, PA	20427
INSURER C : Transportation Insurance Co	20494
INSURER D : Continental Insurance Company	35289
INSURER E :	
INSURER F :	

INSURED
WELSBACH ELECTRIC CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803

COVERAGES CERTIFICATE NUMBER: [redacted] REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			[redacted]	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 8,000,000
							PRODUCTS - COMP/OP AGG	$ 14,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY				10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Auto Physical Damage	$ Included
D	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000				10/01/2019	10/01/2020	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				10/01/2019	10/01/2020	X PER STATUTE / OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N N (Mandatory in NH)	N/A			10/01/2019	10/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below				10/01/2019	10/01/2020	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: WEC JOB NO. 344 - JOB NAME: TRAFFIC SIGNAL MAINTENANCE - VARIOUS LOCATIONS - NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE - CONTRACT NO. T62250-04M - VARIOUS LOCATIONS THROUGHOUT NASSAU COUNTY
ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: COUNTY OF NASSAU, TOWNS OF HEMPSTEAD, NORTH HEMPSTEAD & OYSTER BAY, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS, FEE OWNERS OF PROPERTIES & CONSULTANTS, THE TOWN OF HEMPSTEAD, THE TOWN OF HEMPSTEAD DEPARTMENT OF WATER AND THE WATER DISTRICT, LIDO-POINT LOOKOUT WATER DISTRICT

CERTIFICATE HOLDER

COUNTY OF NASSAU
BUREAU OF REAL ESTATE & INSURANCE
ONE WEST STREET
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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ATTACHMENT 3

AGENCY CUSTOMER ID: [redacted]

LOC #: Norwalk

ADDITIONAL REMARKS SCHEDULE

AGENCY ***MARSH USA INC	NAMED INSURED WELSBACH ELECTRIC CORP. OF L.I. 300 NEWTOWN ROAD PLAINVIEW, NY 11803
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE $500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:
IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER
SCHEDULE
1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.
FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.
2. NAME:
NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER

SAMPLE

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ATTACHMENT 3

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

JOSEPH P. FLORIO Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the PRESIDENT/C.E.O. of WELSBACH ELECTRIC CORPORATION the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 28TH day of April , 2020 .

Notary

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2023

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

Notary

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Notice of Award

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LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

NOTICE OF AWARD

September 10, 2020

Joseph P. Florio, President
Welsbach Electric Corp. of L.I.
300 Newtown Road
Plainview, New York 11803

Dear Mr. Florio:

As a result of bids received on April 28, 2020 for work to be done under:

CONTRACT NO: T62250-05M
TITLED: Nassau County Traffic Signal Maintenance

You are hereby notified that you are awarded the contract by the County of Nassau, as the lowest responsible bidder as per Nassau County Resolution Number **151-2020** and the County Executive's subsequent approval of the contract. The Rules Committee of the Nassau County Legislature accepted the terms of this contract as two (2) years, with the Department's option to extend the term of the Contract for an additional one (1) year period for a total Contract term of three (3) years. The estimated expenditures under this Contract, including the period of any extension options that may be exercised by the Commissioner of the Department, is $13,500,000.00 (thirteen million five-hundred thousand dollars), at $4,500,000.00 (four million five-hundred thousand dollars) per year. Under the terms of the contract documents you are required to submit the following at the execution of the contract:

1. **Insurance and Performance and Labor and Material Bonds**: You must submit to the County of Nassau, Department of Public Works, on or before the date of the signing of the contract, two (2) copies of insurance policies, or certificates thereof, and two (2) copies of Performance and Labor and Material Bonds, in the proper form as provided in the contract documents, and a check for Five Hundred Thirty-Three Dollars ($533.00) made payable to the County of Nassau for a processing fee. Two (2) copies of Performance and Labor and Material Bonds are to be executed and dated on or before the same day that the contract is to be executed.

2. **Signing and Execution of the Contract**: Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract **no later than 10:30 A.M. on Friday, September 18, 2020**. Your attention is called to the provision in the Instruction to Bidders which provides for forfeiture of bidder's deposit upon failure to comply with the provisions therein for submitting proper Insurances, Performance and Labor and Material Bonds, and the execution of this contract. You are hereby notified that before any materials can be used in the performance of this contract, they must be officially accepted by the Department of Public Works. **Note that social distancing criteria will be adhered to.**

Re: Notice of Award
CONTRACT NO: T62250-05M
TITLED: Nassau County Traffic Signal Maintenance

Your particular attention is called to the laws and terms of the contract governing employees, limitation of working hours, and minimum and prevailing rates of pay for employees. In addition, payment of wages must be made in cash unless approval to pay otherwise is granted by the State Industrial Commissioner. No subcontractors or suppliers will be permitted unless they are officially registered and approved, in writing, by the County of Nassau.

Very truly yours,

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:RD:ac
c: Joseph Pecora, Deputy Commissioner of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner of Public Works
Harold Lutz, Director of Traffic Engineering
Sheila Dukacz, Unit Head, Traffic Signal Construction & Operations
Christopher Paggi, Assistant Director of Traffic Engineering
Elizabeth Kobel, Administrative Officer

AGREEMENT

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COUNTY OF NASSAU
STATE OF NEW YORK
Department of Public Works
AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

TRAFFIC SIGNAL MAINTENANCE CONTRACT
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

Contract No. T62250-05M

THIS AGREEMENT,

made and executed this _____ day of _____, 201 ____, by and between the County of Nassau, hereinafter called the party of the first part, and

,

the Contractor, hereinafter called the party of the second part.

WITNESSETH:

In consideration of the mutual stipulations, agreements and covenants herein contained, the parties hereto have agreed with each other, the party of the first part, for itself, its successors and assigns, and the party of the second part, for itself or themselves, its successors and assigns, or its or their executors, administrators and assigns, as follows:

ARTICLE I. GENERAL

A. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and appliances, except as hereinafter otherwise stated, that may be necessary and proper for performing and completing the work.

B. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from the estimates of the Commissioner of Public Works, and that he will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

ARTICLE II. DEFINITIONS

Whenever the following words appear in this Contract and Specifications hereto attached:

COUNTY:

The word "County" or pronoun used in place thereof shall mean the County of Nassau as above mentioned, represented by it's County Executive, party of the first part.

CONTRACTOR:

The word "Contractor" or pronoun used in place thereof shall mean: the party of the second part of this Agreement, and shall apply thereto regardless of number or gender.

ENGINEER:

The word "Engineer" or pronoun used in place thereof shall mean the Commissioner of Public Works, acting directly or through authorized agent or agents.

HE, HIM, HIMSELF: The word "he" shall mean "he or she", "him" shall mean "him" or "her", "himself" shall mean "himself" or "herself" wherever appropriate throughout the Contract.

NOTICE:

The word "Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in post paid wrapper in any Post Office Box regularly maintained by the United States Post Office.

SPECIFICATIONS:

The word "Specifications" shall mean all of the directions, conditions, requirements and standards of performance applying to the work as hereinafter detailed and designated as such and as contained in the books prepared by the Department of Public Works of Nassau County entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction" & "Traffic Signal Specifications & Standard Drawings".

ARTICLE III. SPECIAL CONDITIONS

The said work shall be performed in accordance with the true intent and meaning of the Plans and Specifications therefore which, together with the Proposal, Notice to Bidders, Instruction to Bidders, Notice of Award and the Bond, are hereby referred to and made a part of this

Contract, without any further expense of any nature whatsoever to the County than the consideration named in this Contract. The County, however, reserves the right to make such additions, deductions or changes, as it deems necessary, making an addition or deduction therefore at the prices named in the proposal for this work; and this Contract shall in no way be invalidated thereby, and no claim shall be made by the Contractor for any loss of anticipated profits because of any such change, or by reason of any variation between the approximate quantities and the quantities of the work as done.

ARTICLE IV. EXTRA WORK

It is further agreed that any material to be furnished or work necessary to be done other than that specified in this Contract shall be covered by a supplemental contract or resolution and that no claim will be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been approved or passed by the County Executive.

ARTICLE V. DETERMINATION AND DECISIONS

The work under this Contract shall be done to the satisfaction of the County Executive and Commissioner of Public Works, and in full accordance with the Plans and Specifications or any amendments or additions thereto, and before final acceptance by the County Executive all matters of dispute must be adjusted to the mutual satisfaction of the parties hereto. Determinations and Decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money thereof, until the matter in question has been adjusted.

ARTICLE VI. ABANDONMENT OF WORK

It is mutually agreed that if the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without the consent of the Commissioner of Public Works being first obtained in writing, or if this Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time, the Commissioner of Public Works shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessary or unreasonably delayed, or that the Contractor is violating any of the provisions of this Contract, the Commissioner of Public Works, with the approval of the County Executive without prejudice to any other rights or remedy of the County shall notify the Contractor by a written notice to discontinue the work, or such part thereof, and cease to have any right to possession of the ground, and the County shall thereupon have the right by contract, or otherwise, as may be determined, to complete the work or such part thereof, and to charge the expense thereof to Contractor, and take possession of and use therein such materials plant and machinery, implements and tools of every description as may be found upon said work. The expense so charged shall be deducted and paid by the County out of the monies due or to become

due the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum which would have been payable under this Contract if the Contract had been completed by the Contractor, the Contractor and his sureties shall pay the amount of such expense to the County of Nassau.

ARTICLE VII. MACHINERY AND PLANT

The Contractor shall furnish at his own cost all transportation, apparatus, ways, works, machinery, and plant, and also suitable appliances requisite for the execution of this Contract, and shall be solely answerable for the same, and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and all injury to the same before completion of this Contract and its acceptance by the County Executive shall be made good by the Contractor who shall be solely answerable for all damages to the County, to the neighboring premises, or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractor, employees or agents in or about the said work, or in the execution of the work covered by this Contract or any extra work undertaken, as hereinafter provided, or to any defect in or improper use of scaffolding, apparatus, ways, works, machinery and plant. He shall assume the defense and save harmless the County, it's officers or agents from all claims whatsoever relating to labor or materials furnished for the work, or to inventions, patents or patent rights used in the work or in doing the work.

ARTICLE VIII. PATENTED DEVICE, MATERIAL AND PROCESSES

It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the County of Nassau from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract and shall indemnify the said County for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

ARTICLE IX. RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY.

A. The Contractor shall be solely responsible for physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and subcontractors and employees of the County of Nassau) or damage to property (including, but not limited to, property of the County of Nassau or the Contractor or subcontractors) occurring on account of or in connection with the performance of the work hereunder or sustained by any employee of the Contractor, a subcontractor, County of Nassau or other persons while at the site of the work, and shall indemnify and save harmless the County of Nassau from loss and liability upon any and all claims

on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the County of Nassau on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his subcontractors or negligence of the County of Nassau, their respective agents, servants or employees.

B. The term "loss and liability", as used herein, shall be deemed to include, but not to be limited to, liability for the payment of Worker's Compensation under the Worker's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the County of Nassau for all payments of Worker's Compensation which the County of Nassau shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result or negligence of the Contractor, his subcontractors, the County of Nassau, their respective agents, servants or employees, or negligence of the injured employee.

C. The Contractor shall be solely responsible for all injuries to person or damage to property therein occurring on account of the performance of work under this Contract whether due to negligence, fault or default of the Contractor or not, and irrespective of whether it shall have been due to the negligence, fault or default of the County of Nassau, it's respective agents, servants or employees. The Contractor shall fully protect, indemnify and save harmless the County of Nassau from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property on account of any work done by the Contractor and from any costs and expenses in suits which may be brought against the County of Nassau for such damages or injuries.

D. The obligation of the Contractor to indemnify and save harmless the County of Nassau as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, the County of Nassau, their respective agents, servants or employees. The approval by the County of Nassau of the methods of doing the work or the failure of the County of Nassau to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

E. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the County of Nassau, insuring the Contractor at all times during the life of the Contract against loss by reason of his contractual liability under this ARTICLE with limits of * for injuries to persons (including death) and * for

damage to property. A Certificate of the issuance of such insurance policy shall be delivered to the County of Nassau upon the execution and delivery of this Contract and such Certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without 10 days prior notice to the County of Nassau. At least 2 weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without 10 days prior notice to the County of Nassau shall be delivered to the County of Nassau.

* See Article XXVI for schedule.

ARTICLE X. TIME OF START AND COMPLETION

A. The Contractor shall commence work on the day specified in the Notice To Proceed signed by the Commissioner. Time being of the essence of this contract, the contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.

B. Unless the date for completion is extended as herein provided, the Contractor shall complete the work in the number of consecutive calendar days fixed in this contract. The period for performance shall start from the day specified in the Commissioner's Notice To Proceed.

C. Unless approved in writing by the County, in its sole and absolute discretion, no contractual work shall be permitted on Official County Holidays. The Contractor is responsible for coordination with the County Engineer and/or his duly authorized representative prior to the start of work to determine the date(s) of observance of the Official County Holiday(s) that may occur during the course of the Contract. The Official County Holidays are: New Years Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Failure of the Contractor(s) to consider Official County Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim against the County. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official County Holiday and it is granted, the Contractor will be required to reimburse the County for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an extra work claim to the County at a later date.

ARTICLE XI. EXTENSION OF TIME

A. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this Contract shall be effective unless in writing signed by the Commissioner of Public Works. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Commissioner of Public Works, which may include a charge for engineering and inspection expenses actually incurred upon the work. Applications for such extension shall be filed by the Contractor with the Commissioner of Public Works at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement.

B. The Contractor agrees to make no claim for damages for delay in performance of this Contract occasioned by any act or omission to act by the County or any of its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE XII. LIQUIDATED DAMAGES

SECTION DELETED

* See Article XXVI for schedule.

ARTICLE XIII. INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. At the execution of this contract, the contractor, at his own expense, must furnish those insurance policies and bonds as described below. Insurance certificates will be acceptable at date of contractor's signing.

2. All insurance policies and bonds must remain in effect throughout the duration of this contract.

3. Limits of liability are described in the Schedule of Requirements (Article XXVI) of this agreement.

B. CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall procure such Public Liability Insurance as shall protect him and his subcontractor(s) or any one directly or indirectly employed by either of them from claims for damage for bodily injury, including death, as well for claims for damage to property which may arise from operations under this contract.

C. WORKER'S COMPENSATION INSURANCE

In accordance with the laws of The State of New York, failure to comply with this provision shall make this contract void.

D. OWNER'S CONTINGENT PUBLIC LIABILITY INSURANCE

The Contractor shall also furnish Owners Contingent Public Liability Insurance protecting, as the named insured;

1. The County of Nassau;
2. all Municipalities, Municipal Sub-Divisions; and
3. Fee Owners of Properties,
4. Consultants

on which work is being done, each to the full limits of liability as are listed in the Schedule of Requirements (Article XXVI) of this agreement, against claims arising from the operations of the Contractor and his subcontractors.

E. BONDS

The Contractor shall execute both a Performance Bond and a Labor and Material Bond, each in the amount of $1,000,000.00, one million dollars, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County; Copies of both bond forms are provided with the Contract Bid Documents, and must be used, no other forms are acceptable. The Performance bond and Labor and Material Bond shall serve as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which **must** be attached to the Bond. The amount of said Bond shall not exceed the limits set by the aforesaid Certificates of Solvency.

ARTICLE XIV. ARREARS TO COUNTY (Sec. 2206 COUNTY CHARTER)

The Contractor warrants that he is not in arrears to the County upon debt or contract, and that he is not a defaulter, as surety, contractor or otherwise.

ARTICLE XV. WORKER'S COMPENSATION LAW

Pursuant to the provisions of Chapter Four Hundred and Seventy-eight of the Laws of Nineteen Hundred Sixteen or amendments thereto, this Contract shall be void and if no effect unless the party of the second part shall secure compensation for the benefit of, and keep insured during the life of this Contract, such employees as are required to be insured by the provisions of Chapter Forty-one of the Laws of Nineteen Hundred Fourteen and acts amendatory thereto, known as the "Worker's Compensation Law."

ARTICLE XVI. LABOR LAWS AND NOTICE OF EMPLOYEES' RIGHTS

An updated New York State Schedule of Prevailing Hourly Wage Rates for this Contract have been applied for and should be attached. If the updated schedule has not been received at the time of bid, they will be attached and made part of this agreement prior to execution of Contract, the Prevailing Wage Rates apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.

2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with Article 23 of the New York State Labor Law.

3. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check, draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.

4. Posting of Notices
   a. Every Contractor who is a party to a public works contract with the County of Nassau shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, acknowledges and agrees to establish and maintain a Bulletin Board at or near the established job site Management Office or at such site as the Nassau County Department of Public Works directs, for the conspicuous posting of Notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other Notices which are required by law and such Notices as the County of Nassau may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

   b. Such posting shall be secure from deterioration and/or

obliteration by the elements, defacement, and acts of vandalism.

c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

d. The posting of such Notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.

e. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

f. For multiple prime contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee including all his Subcontractors employees that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Suchwritten notice shall be given to the employee at or before such individual commences work at the Project Site.

b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purpose of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent contractors of subcontractors engaged in work at the Project Site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

6. Payroll Records

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls, employee attendance records

and/or transcripts thereof as are required to be maintained pursuant to Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide to the Resident Project Engineer the Nassau County Director of Labor Relations (or other individuals designated by the County of Nassau) upon application for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County of Nassau.

c. Every Contractor on a public works contract to which Nassau County is a party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the Public Works Commissioner of the County of Nassau, the Clerk of the Nassau County Legislature and to the Nassau County Office of Labor Relations within thirty days after the issuance of its first payroll, and every thirty days thereafter. Submissions shall be in such a form as to comply with Section 220 of the Labor Law.

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public improvement contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will provide the supplements specified therein. Such verified statement shall be filed with the Public Works Commissioner of the County of Nassau and the Clerk of the Nassau County Legislature. It shall be a violation of Local Law 1998 for any Contractor or its Subcontractor to fail to provide to its Subcontractor a copy of the prevailing rate schedule of wages and supplements specified in the contract as well as any prevailing rate issued subsequent to the schedule

specified in the contract.

e. Before the Contractor may request a progress Payment for any item of work performed by a Subcontractor, the Contractor shall furnish the County of Nassau with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the County with the original certifications and verified statements required by New York Labor Law Section 220-a.

f. Before final payment is made by or on behalf of the county for any sum or sums due on account of a contract for a public improvement, it shall be the duty of the Nassau County Comptroller to require the Contractor to file every verified statement required to be obtained by the Contractor from its Subcontractors pursuant to subdivision two of Local Law 1998 and to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such Contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively. Such statement shall also set forth the amounts known by the Contractor to be then due and owing from each Subcontractor, or from a Subcontractor of such Subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors, and that in the event it is determined by the Commissioner that the wages or supplements or both of any employees of such Subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to New York State law. Such statements so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the contents thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by Subcontractors which may be certified upon information and belief.

g. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill, trade or other professional or licensed trades.

h. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of

race, creed, color, religion, sex, national origin, age, marital status, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

PREVENTION OF DELAY

The Contractor and his Subcontractors shall not employ any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other Contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner of Public Works, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the COUNTY and the COUNTY shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

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NEW YORK STATE

SCHEDULE OF PREVAILING HOURLY WAGE RATES

Agree H&GE REQ

NO TEXT ON THIS PAGE

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work

Loretta Dionisio, Asst to Deputy Cmr Admin
1194 Prospect Avenue
Westbury NY 11590

Schedule Year	2019 through 2020
Date Requested	03/20/2020
PRC#	2020003631

Location	Nassau County-Various
Project ID#	T62250-05M
Project Type	Routine maintenance/repairs of the County's approximately 1600 traffic signal intersections and 350+ miscellaneous devices, 600+ street light devices and related equipment.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work

Loretta Dionisio, Asst to Deputy Cmr Admin
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2019 through 2020
Date Requested 03/20/2020
PRC# 2020003631

Location Nassau County-Various
Project ID# T62250-05M
Project Type Routine maintenance/repairs of the County's approximately 1600 traffic signal intersections and 350+ miscellaneous devices, 600+ street light devices and related equipment.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Contract Type:

[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. https://labor.ny.gov/formsdocs/ui/IA999.pdf
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(05.19)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. | Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty** — First offense: Up to $2,500 per employee

  Subsequent offense(s): Up to $5,000 per employee

- **Criminal Penalty** — First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.

  Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name: Nassau County DPW

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County General Construction

Asbestos Worker

03/01/2020

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2019
Abestos Worker Removal & Abatement Only*	$ 44.00

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS
Per Hour:

Abestos Worker Removal & Abatement Only	$ 8.70

OVERTIME PAY
See (B, B2, *E, J) on OVERTIME PAGE
Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT
Per Hour:

Apprentice Removal & Abatement	$ 8.70	4-12a - Removal Only

Boilermaker

03/01/2020

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2019	01/01/2020
Boilermaker	$ 59.17	$ 61.24
Repairs & Renovations	59.17	61.24

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	01/01/2020
Boilermaker Repair $ Renovations	32% of hourly Wage Paid + $ 25.35	32% of hourly Wage Paid + $ 25.38

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
See (D, O) on OVERTIME PAGE
Repairs & Renovation see (B,E,Q)

HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.
**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following pecentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2019 32% of Hourly Wage Paid Plus Amount Below	01/01/2020 32% of Hourly Wage Paid Plus Amount Below
1st Term	$ 19.38	$ 19.41
2nd Term	20.24	20.26
3rd Term	21.08	21.11
4th Term	21.94	21.96
5th Term	22.79	22.82
6th Term	23.65	23.68
7th Term	24.48	24.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter **03/01/2020**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2019
Piledriver	$ 54.63
Dockbuilder	$ 54.63

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 51.63

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE.
Paid: for 1st & 2nd yr. Apprentices	See (5,6,11,13,25)
Overtime:	See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$21.85	$27.32	$35.51	$43.70

Supplemental benefits per hour:

All Terms:	$ 33.97

8-1556 Db

Carpenter **03/01/2020**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2019

Carpet/Resilient
Floor Coverer $ 50.50

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour:
$ 45.83

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour - (1) year terms:

1st	2nd	3rd	4th
$20.20	$25.25	$32.83	$40.40

Supplemental benefits per hour - all apprentice terms:

$ 31.09

8-2287

Carpenter **03/01/2020**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2019

Marine Construction:

Marine Diver $ 69.22
Marine Tender 49.14

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker $ 51.58

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms.

1st year $ 21.85
2nd year 27.32
3rd year 35.51
4th year 43.70

Supplemental Benefits

Per Hour:

All terms $ 33.97

8-1456MC

Carpenter **03/01/2020**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2019

Building
Millwright $ 54.20

SUPPLEMENTAL BENEFITS
Per hour:

Millwright $ 53.66

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
$29.16	$34.46	$39.76	$50.36

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
$34.51	$38.16	$42.46	$49.12

8-740.1

Carpenter **03/01/2020**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:
07/01/2019

Timberman $ 50.05

SUPPLEMENTAL BENEFITS
Per Hour:
07/01/2019

$ 50.88

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
$20.02	$25.03	$32.53	$40.04

Supplemental benefits per hour:

All terms $ 33.61

8-1556 Tm

Carpenter **03/01/2020**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2019	10/18/2019
Core Drilling:		
Driller	$ 40.44	$41.19
Driller Helper	32.12	32.62

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2019	10/18/2019
Driller and Helper	$ 26.70	$ 27.95

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter **03/01/2020**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

WAGES

Per hour:	07/01/2019
Show Exhibit	$ 54.19
Bldg. Carpenter	52.50*

* Not applicable in Putnam County

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit	$ 49.54
Bldg. Carpenter	46.25

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid:for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
$21.68	$27.10	$35.22	$43.35

Supplemental benefits per hour:
All terms $ 32.94

Wages per hour: Bldg. Carpenter

(1) year terms:
07/01/2019

1st	2nd	3rd	4th
$21.00	$26.25	$34.13	$42.00

03/01/2020

1st	2nd	3rd	4th
$19.00	$22.00	$26.25	$34.13

Supplemental benefits per hour:
07/01/2019

All terms
$ 31.31

03/01/2020

1st	2nd	3rd	4th
$15.68	$17.18	$20.78	$22.78

8-EXHIB

Carpenter - Building / Heavy&Highway **03/01/2020**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2019
Carpenter (Building)	$ 49.38
Carpenter (Heavy Highway)	$ 49.38

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERMENTAL MANDATED Off-Shift Work.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Both Carpenter Categories $ 32.81

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following:
Per Hour:

1st	2nd	3rd	4th	5th
$ 23.73	$ 27.86	$ 29.93	$ 32.00	$ 33.13

Supplemental Benefits
Per Hour:

All Terms: $ 18.10

4-Reg.Council Nass/Suff

Carpenter - Building High Rise Concrete Form Work 03/01/2020

JOB DESCRIPTION Carpenter - Building High Rise Concrete Form Work **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Work performed beginning at the Intersection of the City Line & North Shore of Long Island, then running Southerly to the Southern State Pkwy, then East to Seaford Creek in Nassau County, then South to Atlantic Ocean, then West to Southern tip of Richmond County

WAGES
Per hour: 07/01/2019
Building High Rise:

Concrete Carpenter A	$ 50.78
Concrete Carpenter B*	$ 40.19

*NOTE: Tier B work excludes erection of decking, perimeter debris netting, leading edge work, self & climbing form systems and the installation of cocoon systems.

SUPPLEMENTAL BENEFITS
Per hour:

Concrete Carpenter A	$ 43.29
Concrete Carpenter B	$ 16.60

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Concrete Carpenter Apprentices	$ 17.52	$ 23.95	$ 30.53	$ 38.15

Supplemental benefits per hour:

	1st	2nd	3rd	4th
Concrete Carpenter: Apprentices	$ 16.15	$ 16.28	$ 16.41	$ 16.56

8-NYC Bldg/212

Carpenter - Heavy&Highway 03/01/2020

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES
Per hour:

	07/01/2019
Heavy&Highway Carpenter	$ 54.68

SUPPLEMENTAL BENEFITS
Per hour worked:

Heavy & Highway Carpenter	$ 51.58

OVERTIME PAY
See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 13, 25) on HOLIDAY PAGE
Paid : for 1st & 2nd yr Apprentices	See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES
Wage per hour:
One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	$ 21.87	$ 27.34	$ 35.54	$ 43.74

Supplemental Benefits:
Per Hour:

All terms	$ 33.97

8-NYC H/H

Electrician **03/01/2020**

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2019	03/30/2020
Electrician Electrical Maintenance	$ 43.70	$ 44.12
Traffic Signal	$ 44.60	$ 45.05

"PLEASE NOTE"
Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician	12% of Hourly Wage Paid + $18.52	12% of Hourly Wage Paid + $18.60

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E2, K, P) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Term(s) at the following Percentage of Journeyman(s) Wage:

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits:

	07/01/2019	03/30/2020
1st	3% + $3.65	3% + $3.65
2nd	8% + $4.19	8% + $4.19
3rd	9% + $5.20	9% + $5.20
4th	10% + $ 6.96	10% + $ 6.96
5th	11% + $10.91	11% + $10.91
6th	12% + $14.01	12% + $14.01

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician **03/01/2020**

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	3/29/2020
Tree Trimmer/Remover Line Clearance Specialist	$ 34.71	$ 35.75
Groundman*	$20.83	$ 21.45

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

* Note: Groundman Classification not to exceed 20% of the company workforce on Project.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	3/29/2020
Tree Trimmer Line Clearance Specialist and Groundman	20.25% of Hourly Wage Paid + $10.57	20.50% of Hourly Wage Paid + $11.07

NOTE: "Hourly Wage Paid" shall include any and all premium(s) paid

OVERTIME PAY
See (B, E, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician **03/01/2020**

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	04/26/2020
Electrician/Wireman	$ 53.00	$ 54.00
HVAC Controls	53.00	54.00
Fire Alarms	53.00	54.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	04/26/2020
Electrcian/Wireman (all catagories)	16% of Hourly Wage Paid + $ 27.52	16% of Hourly Wage Paid + $ 29.16

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following Percentage of Journeyman(s) Wage:

1st	2nd	3rd	4th	5th	6th
35%	35%	40%	45%	60%	75%

Supplemental Benefits Per Hour:

	07/01/2019	04/26/2020
1st	3% + $5.15	3% + $5.15
2nd	8% + $6.32	8% + $6.32
3rd	9% + $7.45	9% + $7.45
4th	10% + $8.74	10% + $8.74
5th	13% + $10.97	13% + $10.97
6th	14% + $17.23	14% + $17.23

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s).

4-25

Electrician **03/01/2020**

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2019
Electrician Pump & Tank	$ 41.65

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician Pump & Tank	65.25% of *Wage Paid

*Wage Paid includes any and all Premiums

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 Year Terms at the Following:

Per Hour:

1st Term	$ 12.50
2nd Term	$ 14.58
3rd Term	$ 16.66
4th Term	$ 18.74
5th Term	$ 24.99
6th Term	$ 29.16

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	65.25% of *Wage Paid

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician — 03/01/2020

JOB DESCRIPTION Electrician — **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	04/25/2020
Telephone and Intergrated Tele-Data System Electrician	$ 37.83	$ 38.18

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS
Per Hour:

Tele-Data Electrican	16% of Hourly Wage Paid + $19.16	16% of Hourly Wage Paid + $19.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

4-25tela

Electrician Lineman — 03/01/2020

JOB DESCRIPTION Electrician Lineman — **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES
For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2019
Lineman/Splicer	$ 57.41
Material Man	49.95
Heavy Equip. Operator	45.93
Groundman	34.45

Flagman	25.83

For Natural Gasline Construction:

Per Hour:	07/01/2019	06/07/2020
Journeyman U.G.Mech.	$ 48.52	$50.10

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per Hour:
Utility Distribution & Transmission Line Construction:

	07/01/2019
All Classifications	32% of Hourly Wage Paid + $ 13.09

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:

Per Hour:	07/01/2019	06/07/2020
Journeyman U.G.Mech.	27.5% of Hourly Wage Paid + $13.94	28% of Hourly Wage Paid + $14.60

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES
1000 hour Terms at the following Percentage of Journeyman's Wage.
(Lineman Only)

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:	07/01/2019
All Terms	31% of Hourly Wage Paid + $13.09

4-1049 Line/Gas

Elevator Constructor 03/01/2020

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2019	03/17/2020
Elevator Constructor	$ 66.95	$ 69.56

Modernization & Service/Repair	$ 52.44	$ 54.56

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 40.93	$ 41.92
Modernization & Service/Repairs	$ 39.90	$ 40.86

OVERTIME PAY
Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:
*Note:1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	$ 32.72	$ 33.38
2nd Term	33.51	34.20
3rd Term	34.80	35.55
4th Term	36.09	36.89
Modernization & Service/Repair		
1st Term	$ 32.66	$ 33.33
2nd Term	33.13	33.82
3rd Term	34.36	35.09
4th Term	35.58	36.36

4-1

Glazier **03/01/2020**

JOB DESCRIPTION Glazier **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	7/01/2019
Glazier	$ 56.25
*Scaffolding	57.25
Glass Tinting & Window Film	28.74
**Repair & Maintenance	28.74

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building,whenever performed, where the total cumulative contract value is under $148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2019
Journeyworker	$ 33.39
Glass tinting &	19.39

Window Film
Repair & Maintenance 19.39

OVERTIME PAY
See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

	7/01/2019
1st term	$ 19.44
2nd term	27.59
3rd term	33.35
4th term	44.77

Supplemental Benefits:
(Per hour)

1st term	$ 15.86
2nd term	22.12
3rd term	24.41
4th term	28.76

8-1087 (DC9 NYC)

Insulator - Heat & Frost 03/01/2020

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2019	01/01/2020
Insulators Heat & Frost	$ 67.86	$ 69.01

SUPPLEMENTAL BENEFITS

Per Hour:		
Insulators Heat & Frost	$ 34.06	$ 34.16

OVERTIME PAY
See (*C, **O, V) on OVERTIME PAGE
* 8th Hour paid at time and one half
** Triple time for Labor Day (if worked)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
1 year terms Per Hour:

Hired prior to 8/21/2017

	1st	2nd	3rd	4th
7/1/2019	$27.14	$33.93	$41.40	$51.75

Hired after 8/21/2017

7/1/2019	$24.15	$31.05	$37.95	$44.85

Supplemental Benefits:

Hired prior to 8/21/2017 7/1/2019	$13.62	$17.03	$20.54	$25.65
Hired after 8/21/2017 7/1/2019	$12.02	$15.43	$18.83	$22.24

4-12

Ironworker 03/01/2020

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2019
Ironworker Rigger	$ 62.84
Ironworker Stone Derrickman	$ 62.84

SUPPLEMENTAL BENEFITS
Per hour: $ 39.79

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
07/01/2018	$31.42	$31.42	$44.54	$43.07	$54.41	$54.41
Supplemental benefits:						
Per hour:	$19.97	$19.97	$30.02	$30.02	$30.02	$30.02

9-197D/R

Ironworker 03/01/2020

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2019	01/01/2020
Ornamental	$ 45.15	$ 45.40
Chain Link Fence	$ 45.15	$ 45.40
Guide Rail	$ 45.15	$ 45.40

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	$ 56.05	$ 57.05

OVERTIME PAY
See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices hired before 8/31/2018:
(1/2) year terms at the following percentage of Journeyman's wage.

4th	5th
70%	80%

Supplemental Benefits per hour:

4th Term	$ 48.15	$ 49.00
5th Term	50.78	51.68

Apprentices Hired after 9/1/18:
1 year terms

1st Term	$ 20.663	$ 21.13
2nd Term	24.22	24.77
3rd Term	TBD	36.32
4th Term	TBD	TBD

Supplemental Benefits per hour:

1st Term	$ 17.89	$ 17.89
2nd Term	19.14	19.14
3rd Term	TBD	51.68
4th Term	TBD	TBD

4-580-Or

Ironworker **03/01/2020**

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

	07/01/2019	01/01/2020
Ironworker:		
Structural	$ 51.45	$ 51.95
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS
PER HOUR:

Journeyman	$ 78.43	$ 80.35

OVERTIME PAY
See (B, B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

1st	$26.82	$27.07
2nd	$27.42	$27.67
3rd - 6th	$28.03	$28.28

Supplemental Benefits
PER HOUR:

All Terms	$54.54	$55.38

4-40/361-Str

Ironworker **03/01/2020**

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour:	07/01/2019
Reinforcing & Metal Lathing	$ 56.23
"Base" Wage	$ 54.65 plus $ 1.58

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS
Per hour:

Reinforcing & Metal Lathing	$ 35.30

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Only $22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	$ 41.55
Double Time	$ 47.80

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wage rates:
Wages Per Hour:

1st term	2nd term	3rd term	4th Term
$ 26.38	$ 30.38	$ 35.38	$ 37.38

SUPPLEMENTAL BENIFITS
Per Hour:

1st term	2nd term	3rd term	4th Term
$ 15.37	$ 17.37	$ 19.33	$ 20.33

4-46Reinf

Laborer - Building **03/01/2020**

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
WAGES

Per Hour:	07/01/2019
Building Laborer	$ 39.40
Asbestos Abatement Workers (Re-Roofing Removal see Roofer)	36.00

SUPPLEMENTAL BENEFITS
Per Hour:

Building Laborer	$ 29.56
Asbestoes Abatment Worker	16.45

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
See also(H)for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES
Regular Hours Work Terms

Term #1	1 hr to 1000hrs
Term #2	1001hrs to 2000hrs
Term #3	2001hrs to 3000hrs
Term #4	3001hrs to 4000hrs

Wages per hour:

1st Term	$ 17.46
2nd Term	20.55
3rd Term	25.43
4th Term	30.41

Benifits per hour

1st Term	$ 19.65
2nd Term	22.44
3rd Term	22.44
4th Term	22.44

4-66

Laborer - Heavy&Highway **03/01/2020**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Laborer (Heavy/Highway):
GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.
GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.
GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2019	06/01/2020
GROUP # 1		
Total Wage Paid	$ 52.89	Additional
"Base Wage"	$ 45.84	$ 3.36
GROUP # 2		
Total Wage Paid	$ 51.43	Additional
"Base Wage"	$ 44.48	$ 3.30
GROUP # 3		
Total Wage Paid	$ 47.40	Additional
"Base Wage"	$ 40.35	$ 3.14

NOTE: "Base Wage" for Premium/Overtime calculation Only. $7.05 is differance between "Base" and "Total"

SUPPLEMENTAL BENEFITS
Per Hour:
ALL GROUPS $ 30.86

After Forty (40)paid hours in a work week
OVERTIME PAY $ 19.29

OVERTIME PAY
OVERTIME PAY
See (B, E2, F) on OVERTIME PAGE
NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY
Example Group# 3: $40.35 X Time and One Half = $60.52 + $7.05 = $67.57
Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage

HOLIDAY

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour(s) Terms at the following Pecentage of the "Base Wage" except 4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	$ 30.86
After Forty(40) paid hours in a work Week	$ 19.29

4-1298

Mason — 03/01/2020

JOB DESCRIPTION Mason — **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2019	07/01/2020 Additional
Brick/Blocklayer	$ 61.82	$ 1.36

SUPPLEMENTAL BENEFITS
Per Hour:

Brick/Block Layer	$ 27.80

OVERTIME PAY
See (A, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices	$ 18.95

4-1Brk

Mason - Building — 03/01/2020

JOB DESCRIPTION Mason - Building — **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	12/02/2019	06/01/2020 Additional
Tile Setters	$ 58.95	$ 59.57	$0.88

SUPPLEMENTAL BENEFITS
Per Hour:

	$ 24.56* + $9.34	$ 24.71* + $9.45

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

Tile Setters:
(750 hour) term at the following wage rate:

Term: 1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000	9th 6001-6750	10th 6501-7000
07/01/2019 $19.73	$24.39	$31.20	$35.85	$39.19	$42.34	$45.70	$50.35	$53.02	$56.68
12/02/2019 $20.05	$24.75	$31.64	$36.35	$39.72	$42.92	$46.32	$51.03	$53.63	$57.38

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$12.55* +$.65	$12.55* +$.70	$15.06* +$.80	$15.06* +$.84	$16.06* +$1.22	$17.56* +$1.27	$18.56* +$1.62	$18.56* +$1.66	$16.56* +$5.88	$21.81* +$6.31

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building **03/01/2020**

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building:

Wages per hour:	07/01/2019	01/01/2020	06/01/2020 Additional $0.95
Mosaic & Terrazzo Mechanic	$56.41	$ 56.81	
Mosaic & Terrazzo Finisher	$54.81	$ 55.21	

SUPPLEMENTAL BENEFITS
Per hour:

Mosaic & Terrazzo Mechanic	$ 25.11* + $11.13	$25.36* + $11.41
Mosaic & Terrazzo Finisher	$ 25.11* + $11.11	$ 25.36* + $11.39

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE
Deduct $6.60 from hourly wages before calculating overtime.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages per hour:
(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2019	$25.09	$27.61	$30.13	$32.63	$35.14	$37.65	$42.67	$47.71

Supplemental benefits per hour:

07/01/2019	$ 12.69* +$9.01	$ 13.95* +$9.91	$ 15.22* +$10.80	$ 16.49* +$11.71	$ 17.76* +$12.61	$ 19.02* +$13.51	$ 21.56* +$15.31	$ 24.04* +$17.10

Apprentices hired after 07/01/2017:
Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2019	$21.99	$22.60	$30.13	$35.14	$40.16	$45.17

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2019	$4.46* +$6.30	$11.41* +$8.01	$15.22* +$10.80	$17.76* +$12.61	$20.29* +$14.41	$22.83* +$16.22

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building **03/01/2020**

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	01/01/2020	07/01/2020
Building-Marble Restoration:			Additional $1.10
Marble, Stone & Terrazzo Polisher, etc	$ 42.81	$ 43.82	

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

Building-Marble Restoration: Marble, Stone & Polisher	$ 28.06	$ 28.15

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

1st	2nd	3rd	4th
1-	901-	1801-	2701

	900	1800	2700	
07/01/2019	$29.91	$34.21	$38.51	$42.81
01/01/2020	$30.68	$35.05	$39.43	$43.82

Supplemental Benefits Per Hour:

07/01/2019	$ 25.52	$ 26.37	$ 27.21	$ 28.06
01/01/2020	$ 25.52	$ 26.41	$ 27.28	$ 28.15

9-7/24-MP

Mason - Building **03/01/2020**

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages:	07/01/2019	12/30/2019	06/29/2020 Additional
Marble Cutters & Setters	$ 59.44	$ 59.76	$0.95

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 36.73	$36.88

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage.

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2019	$23.72	$26.69	$29.66	$32.65	$36.21	$38.59	$41.56	$44.55	$50.50	$56.47
12/30/2019	$23.91	$26.88	$29.86	$32.88	$35.85	$38.83	$41.81	$44.83	$50.78	$56.78

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$19.94	$21.36	$22.79	$24.17	$25.59	$27.01	$28.43	$29.82	$32.66	$35.46

9-7/4

Mason - Building **03/01/2020**

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	12/02/2019	06/01/2020 Additional
Tile Finisher	$ 45.54	$ 45.96	$0.72

SUPPLEMENTAL BENEFITS
Per Hour:

$ 21.26*	$ 21.46*
+ $9.17	+ $9.28

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building **03/01/2020**

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2019	01/01/2020	07/01/2020
Marble, Stone,etc. Maintenance Finishers:	$ 24.31	$ 24.98	Additional $0.67

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone, etc Maintenance Finishers:	$ 13.72	$ 13.73

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:

	07/01/2019	01/01/2020
0-750	$16.97	$17.49
751-1500	$17.95	$18.84
1501-2250	$18.93	$19.49
2251-3000	$19.90	$20.48
3001-3750	$21.38	$21.98
3751-4500	$23.33	$23.98
4501+	$24.31	$24.98

Supplemental Benefits:
Per hour:

0-750	$ 13.65	$13.61
751-1500	$ 13.66	$13.63
1501-2250	$ 13.67	$13.64
2251-3000	$ 13.68	$13.66
3001-3750	$ 13.69	$13.68
3751-4500	$ 13.71	$13.71

4501+	$ 13.72	$13.73

9-7/24M-MF

Mason - Building / Heavy&Highway **03/01/2020**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	12/30/2019	06/29/2020
Marble-Finisher	$ 47.41	$ 47.68	Additional $0.60

SUPPLEMENTAL BENEFITS
Journeyworker:
per hour

Marble- Finisher	$ 34.49	$ 34.63

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway **03/01/2020**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2019
Cement Mason	$ 51.97

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason	$ 33.71
Overtime Rate*	$ 54.42

OVERTIME PAY
See (*B1, Q, V) on OVERTIME PAGE
* Applies to 9th and 10th hours and up to the 10th hour on Saturday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	$ 16.86 OT Rate $ 27.22
2nd Term	$ 20.23 OT Rate $ 32.66
3rd Term	$ 23.60 OT Rate $ 38.10

4-780

Mason - Building / Heavy&Highway **03/01/2020**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
NOTE: Shall include but not limited to Precast concrete slabs (London Walks)Marble and Granite pavers 2'x 2' or larger.
Per Hour:

	07/01/2019
Stone Setter	$ 64.42
Stone Tender	$ 44.89

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 33.30
Stone Tender	$ 19.40

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work first 1/2.

REGISTERED APPRENTICES
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
All Apprentices $ 20.44

4-1Stn

Mason - Heavy&Highway **03/01/2020**

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2019
Pointer, Caulkers & Cleaners	$ 53.67

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers	$ 27.14

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
$ 26.36	$ 29.42	$ 34.80	$ 41.93

Apprentices Supplemental Benefits:
(per hour paid)

$ 14.30	$ 18.24	$ 20.99	$ 21.99

4-1PCC

Operating Engineer - Building **03/01/2020**

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
BUILDING CATEGORIES:

CLASS " AA "CRANES:
ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":
ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yrds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":
Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct.Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":
Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

	07/01/2019	6/01/2020 Additional
Class "AA"	$ 75.40	$ 3.50
Cranes: Boom length over 100 feet add $ 1.00		
" " " 150 " " $ 1.50 " "		
" " " 250 " " $ 2.00 " "		
" " " 350 " " $ 3.00 " "		
Class "A"	62.53	3.10
Add $3.50 for Hazardous Waste Work		
Class "B"	59.27	2.99
Add $2.50 for Hazardous Waste Work		
Class "C"	57.09	2.93
Add $1.50 for Hazardous Waste Work		

Class "D"	42.98	2.50
Add $1.00 for Hazardous Waste Work		
Class "E"	41.03	2.44

SUPPLEMENTAL BENEFITS
Per Hour:

All Classes	$ 38.10
Overtime Rate	32.60

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
"NOTE" Employee must be Employed day before
and day after Holiday to recieve Holiday Pay.

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 21.94	$1.13
2nd Term	22.80	1.15
3rd Term	23.48	1.17

Supplemental Benefits per hour:

All Apprentices	$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway 03/01/2020

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2019	08/01/2019	08/01/2020 Additional
Well Driller	$ 37.33	$ 38.40	3%
Well Driller Helper	32.49	33.42	3%
Hazardous Waste Differential Added to Hourly Wage:			
Level A	$ 3.00	$3.00	
Level B	2.00	2.00	
Level C	1.00	1.00	
Monitoring Well Work Add to Hourly Wage:			
Level A	$ 3.00	$3.00	
Level B	2.00	2.00	

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	08/01/2019
Well Driller & Helper	10% of straight time rate plus $ 12.20	10% of straight time rate plus $ 12.25

Additional $ 4.00 for Premium Time Hours Worked

OVERTIME PAY
See (B2, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2019	08/01/2019
1st Term	$ 21.94	$ 21.94
2nd Term	22.80	22.80
3rd Term	23.48	23.48

SUPPLEMENTAL BENIFITS
Per Hour:

1st Term	10% of Wage + $ 5.10
2nd Term	10% of Wage + $ 5.60
3rd Term	10% of Wage + $ 6.60

BENEFITS AT PREMIUM TIME
Per Hour:

1st Term	10% of Wage + $ 5.85
2nd Term	10% of Wage + $ 6.60
3rd Term	10% of Wage + $ 8.10

4-138well

Operating Engineer - Heavy&Highway **03/01/2020**

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":
ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer. Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Graple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Convetor-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom, Small Milling Machine, Vactor Truck/VacAll Truck.

CLASS "D":
Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

CLASS "E":
Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

		Additional
Class "AA"	$ 77.78	$ 3.48

Cranes: Boom Length over 100 feet add $ 1.00 per hour
" " " 150 " " $ 1.50 " "
" " " 250 " " $ 2.00 " "
" " " 350 " " $ 3.00 " "

Class "A"	68.83*	3.22

*Add $3.50 for Hazardous Waste Work.

Class "B"	64.30*	3.07

*Add $2.50 for Hazardous Waste Work.

Class "C"	62.00*	3.01

*Add $1.50 for Hazardous Waste Work

Class "D"	47.08*	2.56

*Add $1.00 for Hazardous Waste Work

Class "E"	45.00	2.50

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS
Per Hour:

ALL CLASSES	$ 38.35
Note: OVERTIME AMOUNT	32.60

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

REGISTERED APPRENTICES
Wage per hour:
REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

		Additional
1st Term	$ 28.00	$ 1.31
2nd Term	22.80	1.34
3rd Term	23.48	1.37

SUPPLEMENTAL BENEFITS:

APPRENTICES	15.64
Note: Overtime Amount	5.60

4-138

Operating Engineer - Heavy&Highway **03/01/2020**

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour:	07/01/2019
Heavy Highway/Building	
Party Chief	$ 67.76

Instrument Man	51.66
Rodman	44.30

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Highway/Building	$ 34.23
Premium*:	
Heavy Highway/Building	$ 43.40
Premium**:	
Heavy Highway/Building	$ 52.56

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Dredging **03/01/2020**

JOB DESCRIPTION Operating Engineer - Marine Dredging **DISTRICT** 4

ENTIRE COUNTIES
Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES
These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2019	10/01/2019
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	$ 39.23	$ 40.31
CLASS A2 Crane Operator (360 swing)	34.96	35.92
CLASS B Dozer,Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	33.93	34.86
CLASS B2 Certified Welder	31.94	32.82
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.07	31.92
CLASS C2	30.06	30.89

Boat Operator

CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	24.97	25.66

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2019	10/01/2019
All Classes A & B	$11.23 plus 7.5% of straight time wage, Overtime hours add $ 0.63	$11.88 plus 7.5% of straight time wage, Overtime hours add $ 0.63
All Class C	$10.93 plus 7.5% of straight time wage, Overtime hours add $ 0.48	11.58 plus 7.5% of straight time wage, Overtime hours add $ 0.48
All Class D	$10.63 plus 7.5% of straight time wage, Overtime hours add $ 0.33	11.28 plus 7.5% of straight time wage, Overtime hours add $ 0.33

OVERTIME PAY
See (B2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer 03/01/2020

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: Survey Classifications	07/01/2019
Party Chief	$ 43.71
Instrument Man	36.43
Rodman	31.84

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 19.50

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsul

Operating Engineer - Trenchless Pipe Rehab 03/01/2020

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

	07/01/2019 (SEE)
Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(classes C&D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethyene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter **03/01/2020**

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2019
Brush	$ 48.20*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	48.20*
Spray & Scaffold	$ 51.20*
Fire Escape	51.20*
Decorator	51.20*
Paperhanger/Wall Coverer	50.97*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2019
Paperhanger	$ 29.47
All others	27.59
Premium	30.35**

**Applies only to "All others" category,not paperhanger journeyworker.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rate.

Per hour:	07/01/2019
Appr 1st term...	$ 18.39*

Appr 2nd term...	24.02*
Appr 3rd term...	29.12*
Appr 4th term...	38.95*

*Subtract $ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	07/01/2019
Appr 1st term...	$ 14.16
Appr 2nd term...	17.17
Appr 3rd term...	19.77
Appr 4th term...	24.91

8-NYDC9-B/S

Painter **03/01/2020**

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2019
Drywall Taper	$ 48.20*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2019
Journeyman	$ 27.59

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages - Per Hour: 07/01/2019

1500 hour terms at the following wage rate:

1st term	$ 18.39*
2nd term	$ 24.02*
3rd term	$ 29.12*
4th term	$ 38.95*

*Subtract $ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:
One year term (1500 hours) at the following dollar amount.

1st year	$ 14.16
2nd year	$ 17.17
3rd year	$ 19.77
4th year	$ 24.91

8-NYDCT9-DWT

Painter **03/01/2020**

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2019
Drywall Taper	$ 53.98

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019
Journeyworker:	$ 20.95

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

12 month terms (year consists of 1500 hours).

	07/01/2019
1st year	$ 20.63
2nd year	$ 32.43
3rd year	$ 43.21

Supplemental Benefits per hour:

One (1) year term at the following dollar amount:

1st term	$ 11.95
2nd term	$ 16.55
3rd term	$ 18.75

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel **03/01/2020**

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:

Bridge Painting:	07/01/2019
	$ 49.50
	+ 6.38*

ADDITIONAL $6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker:	07/01/2019

$ 9.50
+26.05*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:

Apprentices: (1) year terms

	07/01/2019
1st year	$ 23.13
2nd year	34.73
3rd year	46.30

Supplemental Benefits - Per hour:

1st year	$ 13.44
2nd year	20.16
3rd year	26.88

8-DC-9/806/155-BrSS

Painter - Line Striping 03/01/2020

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2019
Striping-Machine Operator*	$ 29.93
Linerman Thermoplastic	$ 36.06

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2019
Journeyworker:

Striping-Machine operator	$ 7.44
Linerman Thermoplastic	$ 7.44

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

07/01/2019

1st term	$ 11.97
2nd term	17.96
3rd term	23.94

Supplemental Benefits per hour:

1st term	$ 7.44
2nd term	7.44
3rd term	7.44

8-1456-LS

Painter - Metal Polisher **03/01/2020**

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2019
Metal Polisher	$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019
Journeyworker:	
All classification	$ 7.72

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2019
1st year	$ 15.00
2nd year	15.00
3rd year	15.75
1st year*	$ 17.39
2nd year*	17.44
3rd year*	18.29
1st year**	$ 19.50
2nd year**	19.50
3rd year**	20.25

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 5.52
2nd year	5.52
3rd year	5.52

8-8A/28A-MP

Plasterer — 03/01/2020

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per hour:

	07/01/2019	08/01/2019
Building: Plasterer/Traditional & Spraying Fireproofing	$ 45.58	$ 50.73*

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.27	$ 22.37

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
*When calculating overtime pay, subtract $5.00 from wages.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour)
800 hours term:

	07/01/2019	08/01/2019
1st term	$18.33	$28.04
2nd term	$20.62	$30.59
3rd term	$25.21	$35.69
4th term	$27.50	$38.23
5th term	$32.08	
6th term	$34.37	

Supplemental Benefits:
(per hour):
(800) hours term:

	07/01/2019	08/01/2019
1st term	$ 13.88	$ 14.27
2nd term	$ 14.36	$ 15.14
3rd term	$ 16.44	$ 16.89
4th term	$ 17.53	$ 17.76
5th term	$ 19.72	
6th term	$ 20.81	

9-262

Plumber — 03/01/2020

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2019	5/01/2020
Plumber/ PUMP & TANK	$ 44.99	$ 45.49

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 29.14	$ 30.64

OVERTIME PAY
See (B, B2, E2, Q, *V) on OVERTIME PAGE
(V) For Sundays & Holidays if Worked Only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the Following
Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%

Supplemental Benifits Per Hour:

1st Term	$17.22	$18.72
2nd Term	$17.86	$19.36
3rd Term	$18.68	$20.18
4th Term	$19.06	$20.56
5th Term	$22.29	$23.79

4-200 Pump & Tank

Plumber **03/01/2020**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2019	11/01/2019	05/01/2020
Plumber	$ 52.48	$ 52.48	$ 52.48

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 41.98	$ 42.98	$ 43.98

OVERTIME PAY
See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2019	11/01/2019	05/01/2020
1st Term	$ 29.46	$ 30.46	$ 31.96
2nd Term	31.77	32.77	34.27
3rd Term	33.14	34.14	35.64
4th Term	34.63	35.61	37.13
5th Term	36.21	37.21	38.71

4-200

Plumber **03/01/2020**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2019	5/01/2020
Plumber MAINTENANCE ONLY	$ 34.24	$ 34.74

Nassau County DPW

Maintenance: Correction of problem(s)with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS
SUPPLEMENTAL BENEFITS
Per Hour:

Plumber Maintenance	$ 20.86	$ 22.36

OVERTIME PAY
See (B, B2, J) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Roofer **03/01/2020**

JOB DESCRIPTION Roofer **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour ROOFER/Waterproofer	07/01/2019	05/01/2020 Additional
Total Wage to be Paid	$ 45.00	$ 1.50
"Base" Wage	41.00**	

SUPPLEMENTAL BENEFITS
Per Hour:

ROOFER/Waterproofer	$ 33.12

OVERTIME PAY
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)
NOTE:** Overtime Pay to be calculated on "BASE" Wage then add $4.00.
(Example: $41.00 x time and one half = $61.50 + $4.00 = $65.50)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) Year terms at the following Percentage of Roofers/Waterproofers Wage.

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

	07/01/2018
1st Term	$ 9.18
2nd Term	11.35
3rd Term	23.39
4th Term	26.65

4-154

Sheetmetal Worker **03/01/2020**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2019

Sign Erector $ 50.45

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2019

Sign Erector $ 46.66

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS
Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$13.11	$14.85	$16.59	$18.34	$25.56	$27.80	$30.76	$33.07	$35.36	$37.65

4-137-SE

Sheetmetal Worker **03/01/2020**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2019	08/01/2019
Sheetmetal Worker	$ 54.97	$ 56.61
Temporary Operation or Maintenace of Fans	44.94	46.49

SUPPLEMENTAL BENEFITS
Per Hour:

Sheetmetal Worker	$ 47.54	$ 47.90
Maintenance Worker	47.54	47.90

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	$ 19.28	$ 19.85
3rd & 4th Term	24.77	25.51
5th & 6th Term	30.27	31.17
7th & 8th Term	38.51	36.66
9th Term	44.00	45.31

Per Hour: Supplemental Benifits

1st & 2nd Term	$ 18.05	$ 17.63
3rd & 4th Term	24.03	24.19
5th & 6th Term	28.30	28.51
7th & 8th Term	34.72	34.97
9th Term	39.01	39.30

4-28

Steamfitter **03/01/2020**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2019	01/01/2020
AC Service/Heat Service	$ 41.75	$ 42.60

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation. (Not to exceed 5 Hp.)
Air Condition / Heating Compressor installation up to 15hp (Not to exceed 15 tons on any job).

SUPPLEMENTAL BENEFITS
Per Hour

AC Service/Heat Service	$ 17.06	$ 17.96

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms
Wages per hour:

1st Term	$ 20.22	$ 20.63
2nd Term	24.39	24.89
3rd Term	28.42	29.00
4th Term	34.31	35.01

Benefits per hour:

1st Term	$ 11.61	12.13
2nd Term	12.65	13.25
3rd Term	13.76	14.43
4th Term	15.25	16.02

4-638B-StmFtrRef

Steamfitter **03/01/2020**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2019	01/01/2020
Sprinkler/Steam Fitter	$ 64.56	$ 65.01
Temporary Heat & AC Fitter	$ 49.08	$ 49.42

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Sprinkler/Steam Fitter	$ 50.43	$ 50.94
Temporary Heat & AC Fitter	41.36	41.79

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

OVERTIME PAY
See (C, *D, O, **V) on OVERTIME PAGE
(D*) For Temporary Heat & AC Fitter, on Fire Protection/Sprinkler contracts under $3,000,000.00 and HVAC/Mechanical contracts under $30,000,000.00.

(V**) Benefit Amount to be paid:

Sprinkler/Steam	$ 76.30	$ 77.80
Temp Heat/AC	58.36	59.50

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
07/01/2019				
$ 25.86	$ 32.31	$ 41.99	$ 51.66	$ 54.89
01/01/2020				
$ 26.04	$ 32.54	$ 42.28	$ 52.02	$55.27

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
07/01/2019				
$ 20.70	$ 25.67	$ 33.09	$ 40.52	$ 43.00
01/01/2020				
$ 20.88	$ 25.91	$ 33.41	$ 40.92	$ 43.43

Premium Time Amounts:

07/01/2019				
$ 30.52	$ 38.16	$ 49.60	$ 61.04	$ 64.86
01/01/2020				
$ 31.12	$ 38.92	$ 50.58	$ 62.24	$ 66.14

4-638A-StmSpFtr

Teamster - Asphalt Delivery 03/01/2020

JOB DESCRIPTION Teamster - Asphalt Delivery **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels,Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2019
Asphalt Delivery	$ 37.545

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2019
Asphalt Delivery	$ 32.16

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
TRUCK DRIVER

	07/01/2019
Asphalt Delivery	$ 46.6825

Light Construction Work
TRUCK DRIVER

	07/01/2019
Asphalt Delivery	$ 13.05

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B,E,P,T&*U) Apply to Heavy Construction.
Note: (B2,I,T&*U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building 03/01/2020

JOB DESCRIPTION Teamster - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:
Truck Driver (Building Demolition & Debris)

	07/01/2019
Trailers	$ 34.61
Straight Jobs	$ 34.31

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications

	07/01/2019
	$ 34.34

OVERTIME PAY
See (B, E, S1) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete 03/01/2020

JOB DESCRIPTION Teamster - Delivery of Concrete **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2019
Concrete Delivery	$ 40.005

Light Construction Work:
Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2019
Concrete Delivery	$ 36.005

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work	07/01/2019
Concrete Delivery	$ 43.955
Light Construction Work	07/01/2019
Concrete Delivery	$ 15.235

OVERTIME PAY
NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway **03/01/2020**

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

	07/01/2019
Site Excavating (Chauffeurs)	$ 37.545

Light Construction Work:
Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating (Chauffeurs)	32.16

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2019

Heavy Construction Work Chauffeurs	$ 46.6825
Light Construction Work Chauffeurs	13.05

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERMENTAL MANDATED off shift work.
Note: (B,E,P,T & *U) Apply to Heavy Construction.
Note: (B2,I,T & *U) Apply to Light Construction.

Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder **03/01/2020**

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2019

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY
HOLIDAY 1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO (☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://applications.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 02/03/2020

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANNA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/12/2020
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****1887	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	OOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	OOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	OA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022

DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2,329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCSO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022

DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DDL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DDL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022

DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2019	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/09/2018	01/09/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021

DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/09/2018	01/09/2023
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020

DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022

DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020

DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022

DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021

DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****2117	SCOTT ELECTRICAL SERVICE, LLC.		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020

DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

Appendix D

Introduced by Legislator Denenberg

Local Law No. 172006

A LOCAL LAW in relation to reducing the emission of pollutants from diesel fuel-powered motor vehicles

Passed by the Nassau County Legislature on November 13, 2006
Voting: ayes: 17, nayes: 0, abstained: 0
Became a law on December 13, 2006 with the approval of the County Executive.

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

As used in this local law, the following terms shall have the following meanings:

"Best available retrofit technology" means technology, verified by the EPA for reducing the emission of pollutants that achieves reductions in particulate matter emissions at the highest classification level for diesel emission control strategies, as set forth in section five of this local law, which is applicable to the particular engine and application. Such technology shall also, at a reasonable cost, achieve the greatest reduction in emissions of nitrogen oxides at such particulate matter reduction levels and shall in no event result in a net increase in the emissions of either particulate matter or nitrogen oxides.

"Commissioner" shall mean the Commissioner of the Department of Public Works.

"County contractor" means any person who enters into an agreement or contract with the County valued at more than one hundred fifty thousand dollars to perform County work or any person who enters into an agreement or contract with such person to perform County work.

"County department" means any department of County government that uses diesel-powered vehicles in any capacity.

"County" means County of Nassau.

"County work" means to provide labor, services, material and/or equipment which traditionally has been provided by the government of the County through County employees or contractors, except that it shall not mean labor, services, materials and equipment provided by a common carrier; a utility company; a shipping company (including overnight delivery companies); or a manufacturer or delivery company which delivers materials or equipment to County government.

"EPA" means the United States Environmental Protection Agency.

"Gross vehicle weight rating" means the value specified by the manufacturer of a motor vehicle model as the maximum design loaded weight of a singer vehicle of that model.

"Motor vehicle" means a vehicle owned by the County and operated or driven upon a public highway which is propelled by any power other than muscular power, except electrically-driven mobility assistance devices operated or driven by a person with a disability, provided, however, that this term shall not include vehicles that are specially equipped for emergency response by the fire commission, the department of emergency management, or the sheriff's department.

"Non-road diesel vehicle" means a motor vehicle powered by a diesel engine fifty horsepower or greater, including but not limited to excavators, backhoes, cranes, compressors, bulldozers, and similar equipment, but not including a vehicle used for competition.

"On-road diesel vehicle" means a motor vehicle powered by a diesel engine that is used to transport persons or property on a street or highway.

"Person" means any individual, partnership, firm, company, association, joint stock association, corporation or other like organization.

"Reasonable cost means that such technology does not cost greater than thirty percent more than other technology applicable to the particular engine and application that falls within the same classification level for diesel emission control strategies, as set forth in section five of this local law, when considering the cost of the strategies, themselves, and the cost of installation.

"Specially equipped vehicle" means a motor vehicle defined as specially equipped pursuant to rules and regulations developed and approved by an appropriate department of county government designated by the county executive, and adopted by the County legislature.

"Ultra low sulfur diesel fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

§ 3. Use of ultra low sulfur diesel fuel required.

a. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work shall be powered by ultra low sulfur diesel fuel.

b. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work and have a gross vehicle weight rating of more than eight thousand five hundred pounds shall utilize the best available retrofit technology or be equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matter as set forth in section 86.007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, pursuant to the following schedule:

Twenty five percent of all such motor vehicles by January 1, 2009;

Fifty percent of all such motor vehicles by January 1, 2011;

One hundred percent of all such motor vehicles by January 1, 2013.

(1) This subdivision shall not apply to any vehicle subject to a lease or public works contract entered into or renewed prior to the effective date of this section.

§ 4. County executive discretion regarding technology.

a. The county executive shall make determinations, and shall publish a list containing such determination, as to the best available retrofit technology to be used for each type of diesel fuel-powered motor vehicle to which this section applies. Each such determination shall be reviewed and revised, as needed, on a regular basis, but in no event less often than annually.

b. The county executive may determine that a technology, whether or not it has been verified by the EPA, may be appropriate to test, on an experimental basis, on a

particular type of diesel fuel-powered motor vehicle owned or operated by a county department. The county executive may authorize such technology to be installed on up to three of such type of motor vehicle. Any motor vehicle on which such technology is installed may be counted for the purpose of meeting the requirements of subdivision b of section three of this local law. Such technology shall not be required to be installed on other motor vehicles of the same type and shall be subject to the provisions of paragraph d of this section.

c. Any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall utilize the best available technology for reducing the emission of pollutants for diesel powered on-road vehicles and non-road vehicles and all contractors in the performance of such contract shall comply with such specification.

d. No county department or county contractor shall be required to replace best available retrofit technology or experimental technology utilized for a diesel fuel-powered motor vehicle in accordance with the provisions of this section within three years of having first utilized such technology for such vehicle, except that technology that falls within level four as set forth in section five of this law, shall not be required to be replaced until it has reached the end of its useful life.

§ 5. Classification of diesel emission control strategies.

The classification levels for diesel emission control strategies are as follows, with level four being the highest classification level:

Level Four – strategy reduces diesel particulate matter emissions by eighty-five percent or greater or reduces engine emissions to less than or equal to .01 grams diesel particulate matter per brake horsepower-hour;

Level Three – strategy reduces diesel particulate matter emissions by between fifty and eighty-four percent;

Level Two - strategy reduces diesel particulate matter emissions by between twenty-five and forty-nine percent;

Level One - strategy reduces diesel particulate matter emissions by between twenty and twenty-four percent.

§ 6. Contractor violations.

The Commissioner is authorized to enforce the provisions of this section.

a. Any contractor who violates any provision of this section shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such contractor for failure to comply with this section.

b. No contractor shall make a false claim with respect to the provisions of this section to any county agency. Where a contractor has been found to have done so, such contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such contractor in association with having made such false claim.

§ 7. Procedure when ultra-low sulfur diesel fuel is unavailable.

The county executive shall issue a written determination that permits the use of diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this law if ultra low sulfur diesel fuel is not available to meet the needs of county departments to fulfill the requirements of this law. Such determination shall expire after six months if such lack of availability persists, but in no event shall be in effect after January first, two thousand eight

§ 8. Waiver.

The county executive may issue a waiver for the use of ultra low sulfur diesel fuel where a county department makes a written finding, approved in writing by the county executive, that a sufficient quantity of ultra law sulfur diesel fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law, is not available to meet the requirements of this law, provided that such department, to the extent practicable, shall use whatever quantity of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available for its diesel fuel-powered motor vehicles. Any waiver issued pursuant to this section shall expire after two months, unless the county department renews the finding, in writing, and the county executive approves such renewal, in writing.

§ 9. Report to county executive and legislature.

a. Not later than January first, two thousand eight, and not later than January first of each year thereafter, the appropriate department or departments of county government, as determined by the county executive, shall submit a report to the county executive and legislature of Nassau county regarding, among other things, the use of ultra low sulfur diesel fuel and the use of the best available retrofit technology by diesel fuel-powered motor vehicles owned operated by county departments during the immediately preceding calendar year. The information contained in this report shall include, but not be limited to, for each county department: (i) the total number of diesel fuel-powered motor vehicles owned or operated by such department; (ii) the number of such motor vehicles that were powered by ultra low sulfur diesel fuel; (iii) the total number of diesel fuel-powered motor vehicles owner or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology , including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision c of this section and the results and analysis regarding the testing off such technology; and (vii) all waivers , findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department; specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law

b. Where a determination is in effect pursuant to section seven or eight of this law, information regarding diesel fuel that has a sulfur content of no more than thirty parts per million shall be reported wherever information is request for ultra low sulfur diesel fuel pursuant to paragraph on e of this section.

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered non-road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard or threat to the safety of the operator, other workers or members of the public.

§ 11. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence,

paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED

Thomas R. Suozzi

County Executive

Appendix EE
Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under

the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any

recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

ARTICLE XVII. PRICES

The County shall pay as set forth in this Contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this Contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work.

ARTICLE XVIII. PAYMENTS

A. On or about the first of each month, the Contractor may make an estimate of the amount and the fair value of the work done and may apply for partial payment therefor. The Contractor shall revise the estimate as the Engineer may direct. Whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the value of the work completed during the previous month exceeds one thousand ($1,000.00) dollars in amount, the Commissioner will issue a certificate for such work. The Commissioner will thereupon cause the amount therein to be paid to the Contractor.

B. Before any payments shall be made under this contract, the Contractor and all subcontractors performing any part of the work called for by this Contract must file in the office of the Department of Public Works of the County of Nassau verified statements provided for this Section 220-a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and subcontractor filing such statements to any and all laborers for daily or weekly wages on account of laborer performed upon the work under this Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively.

C. The Contractor must set forth in his statement the names of all his subcontractors and each subcontractor must likewise in his statement set forth the names of his subcontractors. If the Contractor or subcontractor has no subcontractor, he shall so state in his statement. If there be nothing due and owing to any laborer for daily or weekly wages on account of labor performed upon the work

under this Contract, verified statements to that effect must be filed by the Contractor and all subcontractors before any payments are made under this Contract.

ARTICLE XIX. FINAL PAYMENT

Within fifteen days after completion of the work and compliance with all the terms of this Contract, and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from but not a part of the work under this Contract, the Commissioner of Public Works shall cause a final inspection to be made for approval of all work included in this Contract and shall issue a final certificate of completion to the Contractor for the work done under the Contract. The County shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all previous payments and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment.

ARTICLE XX. NO ESTOPPEL

The County shall not, nor shall any department or officer thereof be precluded or stopped by any acceptance, return, certificate or payment made or given by the Commissioner of Public Works or other officer, agent or employee of the County under any provision of this agreement, from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such acceptance, return certificate or payment) showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this Agreement, or from showing at any time that any such acceptance, return, certificate or payment is untrue and incorrect, or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the County shall not be precluded or stopped, notwithstanding any such acceptance, return, certificate or payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

ARTICLE XXI. NO WAIVER OF RIGHTS

Neither the inspection by the County nor by the Commissioner of Public Works, nor by any of their employees, nor any order, measurements or certificate of the Commissioner of Public Works, nor any order of the County for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Commissioner of Public Works, or the County, nor any extension of time, nor any possession by the County or its employees, shall operate as a waiver of any provision of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; i.e. - in addition to each and every other former suit, action or legal proceeding. The County shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

ARTICLE XXII. CLAIMS AND LIABILITY

No person other than the signer of this Contract as Contractor has any interest hereunder, and no claims shall be made or be valid and neither the County nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the County and every officer or agent thereof, from any claims and liability to the Contractor for anything done or furnished, or any act or neglect of the Contractor or any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance Bond.

ARTICLE XXIII. FINAL COMPENSATION

Upon the faithful performance of the work herein embraced as set forth in the Contract, and its acceptance by the Commissioner of Public Works, the County of Nassau hereby agrees to pay and the Contractor agrees to receive the prices stipulated in the proposal as full compensation for work done under the Contract.

ARTICLE XXIV. SPECIFICATION REFERENCES

All specifications, conditions and all other matter contained in the book prepared by the Department of Public Works of the County of Nassau and entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction" and the Standard "Traffic Signal Specifications & Standard Drawings" except as modified on the plans or in the itemized proposal including addenda to the specifications, shall be a part of this Contract and incorporated therein by reference.

ARTICLE XXV. CONTRACTOR'S MAINTENANCE/GUARANTEE.

Unless covered by an addendum attached hereto, no maintenance bond will be required. The Contractor hereby agrees to repair any imperfections that may arise and to maintain in a manner satisfactory to the Commissioner all of his work for a period of one year from date of final acceptance of the Contract. The Contractor also agrees, for this period, to indemnify and save harmless the County, its Officers and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

ARTICLE XXVI. SCHEDULE OF REQUIREMENTS

A. The following schedule shall apply to the appropriate articles of this agreement:

1. TIME FOR COMPLETION, **730** calendar days with the option of the County extending the contract with the approval of the Commissioner of Public Works for one 365 calendar day period, starting from the issuance of the "Commence Work" order.

2. INSURANCE:

a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance shall be equal to the following minimum limits of liability:

1) Minimum Limits of Liability, for each occurrence.
   a) Personal Injury - $ 2,500,000
   b) Property Damage - $ 500,000
   c) Or a Combined Single Limit of $ 3,000,000 or greater.

b. Owner's Contingent public liability Insurance
   1) For named insured, see:Article XIII. Sec. D.

3. Additional Named Insured (s) on Owners Protective Policy: EACH INSURED TO BE PROTECTED TO THE FULL LIMITS OF LIABILITY Protection to be extended to the owner of record of each parcel of real property upon which the contractor will operate. In case of public thoroughfares, the municipalities having jurisdiction thereof, shall be protected.

4. LIQUIDATED DAMAGES, Not Applicable

ARTICLE XXVII. SUPERVISION

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence he shall have a competent English-speaking representative or foreman on the ground who shall follow without delay all instructions of the Commissioner or his assistants in the prosecution and completion of the work and every part thereto, in full authority to supply men/women, material and labor immediately.

ARTICLE XXVIII. SUBLET OR ASSIGN

A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest in or to it or any part thereof, or his power to execute it or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement unless the previous written consent of the County Executive shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The County Executive reserves the right to limit the total amounts of subcontracts to 60 percent (60%) of the total contract price.

B. Before making any subcontract, the Contractor must submit a written statement to the Commissioner giving the name and address of the proposed subcontractor, the portion of the work materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

C. If the Commissioner finds that the proposed subcontractor is qualified, he will notify the Contractor. The Contractor shall promptly, upon request, file with the Commissioner a confirmed copy of the subcontract.

D. The Commissioner may revoke his approval of a subcontractor when, such subcontractor evidences an unwilling or inability to perform his work in strict accordance with this Contract.

E. No assignment will receive approval unless the instrument of assignments contains a clause to the effect that it is agreed that the funds to be paid the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

F. The approval of the Commissioner of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts of defaults of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the County.

G. In addition, the Contractor, at the time of receiving approval from the Commissioner of the name of a subcontractor, shall, before permitting such subcontractor to commence any work contemplated by

this Contract, furnish two certificates of workmen's compensation coverage of the employees of said subcontractor. Unless such certificates shall be furnished to the Commissioner, the approval of such subcontractor shall be deemed revoked.

ARTICLE XXIX. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the County Comptroller shall endorse thereon his certificate that there remains unexpended and unapplied a balance of the appropriation of fund applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the Officers making the same. In addition the Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County of Nassau or his duly designated representative.

ARTICLE XXX. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEPARABILITY; SUPEREMACY; COMPLIANCE WITH LAW

1. Every provision of Law required to be inserted into or referenced by this Agreement is intended to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.

4. The Firm shall comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentially, in connection with its performance under this Agreement. In furtherance of the foregoing,

the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement, the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

5. The Contractor represents that it is in compliance with the provisions of Local Law No. 9-2002, 'Apprenticeship Training Programs for County Contracts,' including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law. Further, the Contractor shall ensure that any subcontractors performing work under the Contract with a value in excess of $100,000 will similarly utilize approved apprenticeship programs."

6. Minimum Service Standards: Regardless of whether required by Law:

a. The Firm shall, and shall cause Consultant Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

b. The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Consultant Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement.

7. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or

any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

NO TEXT ON THIS PAGE

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU

By _____
County Executive
Party of the First Part

ATTEST: _____
Clerk, Nassau County Legislature

Approved: _____
Office of the Commissioner

WESBACH ELECTRIC CORPORATION Contractor

Corporate Seal

By _____ L.S.
Party of the Second Part
JOSEPH P. FLANNIGAN
PRES./CEO

APPROVED AS PER CHARTER

_____
Deputy County Attorney

Approved: _____ 10/19/20
Bureau of Real Estate & Insurance

Agree H&GE REQ

NO TEXT ON THIS PAGE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally appeared ,County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; and that he executed the same as such County Executive for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 1 day of December , 20 , before me personally appeared Brian J. Schneider ,Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

Notary Public

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

Agree H&GE REQ

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 18th day of September, 20 20, before me personally came Joseph P. Florio, to me known, who being by me duly sworn, did depose and say: That he/she resides at [redacted]; That he/she is the CEO/President of Welsbach Electric Corp. of L.I., the Corporation described herein; That he/she which executed the foregoing instrument for said Corporation; That he/she knows the seal of said corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

DAWN E. UCHACZ
Notary Public, State of New York
No. 01UC6047887
Qualified in Suffolk County
Commission Expires September 18, 2022

Dawn E Uch
Notary Public

(Acknowledgment by Contractor if a Company)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally came , known to be a partner of the firm of , the firm described in the foregoing instrument and he/she duly acknowledged that he/she executed the same as for the act and deed of said firm.

Notary Public

(Acknowledgment by Contractor if an Individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally came , to me known and known to me to be the person described herein, who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public

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CONTRACT ADVISEMENT FORM
NUMIS. No. 550

Agree H&GE REQ

Page 29

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

CONTRACT ADVISEMENT CHPW20000023

DATE OF ADVISEMENT MO (2)	DY (2)	YR (2)	FUND (3)	TRANSACTION CODE ENTER	MODIFY	CANCEL	ENCUMBRANCE NUMBER	DEPT (2)	CONTRACT / AGREEMENT NUMBER
09	23	20	GEN	☒	☐	☐	CHPW20000023	P.W.	T62250-05M

VENDOR INFO.

ID: [redacted]

Name: (30) Welsbach Electric Corp LI

Address: (30) 300 Newton Road

(30) Plainview, NY 11803

LINE NO.	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE		LINE AMOUNT
1			PWGEN0150	DE523		$.01
2						
3						
4						

DOCUMENT DESCRIPTION: (30)

TOTAL AMOUNT $.01

COMMENTS

Traffic Signal Maintenance

Contract No: T62250-05M

Nassau County, New York

DEPARTMENT PREPARED BY

NAME: Elizabeth Robey

DATE: 5/19/24

FROM:

DEPARTMENT APPROVED BY

NAME: L Arnold

TITLE: Commissioner

DATE: 10/10/20

COMPTROLLER'S OFFICE CERTIFICATION

I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. 50 11/12 0

CONTRACT NUMBER: CHPW20000023

NAME: Jeffrey Schneck

TITLE: Deputy Comptroller

DATE: 11/10/20

CERTIFICATE OF ACCEPTANCE INTO NUMIS

I certify that this document was accepted into NUMIS

NAME:

DATE:

CHECK IF THIS DOCUMENT IS CONTINUED: ☐

PAGE ___ OF ___

NUMIS 550 (11/83) 20M WHITE = COMPTROLLER COPY PINK = DEPARTMENT COPY CO-677. 10/01 rev.3/06

B25-20

RULES RESOLUTION NO. 151-2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-9-20
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract T62250-05M, NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE, ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the Department is representing to the Rules Committee that the term of this requirements contract is two (2) years, with the Department's option to extend the term of the Contract for an additional one (1) year period for a total Contract term of three (3) years.

WHEREAS, the estimated expenditures under this Contract, including during the period of any extension options that may be exercised by the Department, is $ 13,500,000.00, at $ 4,500,000.00 per year.

WHEREAS, the firm of WELSBACH ELECTRIC CORP. OF L.I.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from Operating funds approved by the Nassau County Legislature, and

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE

OWNERS PROTECTIVE

NO TEXT ON THIS PAGE

360
30/21

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
***MARSH USA INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Phone: 866-966-4664
Emcor.Certrequest@marsh.com / Fax: 203-229-6787
[redacted]

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	[redacted]
INSURER B : American Casualty Company of Reading, PA	
INSURER C : Transportation Insurance Co	
INSURER D : Continental Insurance Company	
INSURER E :	
INSURER F :	

INSURED
WELSBACH ELECTRIC CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	10/01/2020	10/01/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 14,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY				10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Auto Physical Damage	$ Included
D	X UMBRELLA LIAB X OCCUR				10/01/2020	10/01/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				10/01/2020	10/01/2021	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A			10/01/2020	10/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below				10/01/2020	10/01/2021	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACT NO: T62250-05M - NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE THROUGHOUT NASSAU COUNTY
ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: THE COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS; AND FEE OWNERS OF PROPERTIES, CONSULTANTS
WHERE REQUIRED BY CONTRACT, COVERAGE PROVIDED TO THE ADDITIONAL INSUREDS IS PRIMARY & NON-CONTRIBUTORY.
WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT AND WHERE NOT PROHIBITED BY LAW.

CERTIFICATE HOLDER

COUNTY OF NASSAU
DEPTARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NY 11590-2723

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: [redacted]
LOC #: Norwalk

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
***MARSH USA INC		WELSBACH ELECTRIC CORP. OF L.I. 300 NEWTOWN ROAD PLAINVIEW, NY 11803
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE $500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:
IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER
SCHEDULE
1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.
FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.
2. NAME:
NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: [redacted]
Endorsement Effective Date: Endorsement Expiration Date:
Endorsement No: ; Page: 1 of 1
Underwriting Company: American Casualty Company of Reading, Pennsylvania

Policy N[redacted]
Policy Effective Date: 10/01/2020
Policy Page:

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

CN102796740-OCP-20-21

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NY 11590

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	OWNER'S & CONTRACTORS PROTECTIVE LIABILITY			[redacted]	08/10/2020	10/01/2021	PER OCCURRENCE	1,000,000
							AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JOB #356 - CONTRACT #T62000-05ER - TRAFFIC SIGNAL SYSTEM OPERATIONS PHASE V - SIGNAL SYSTEM OPERATIONS - PHASE 5 PIN 0760.59 - VARIOUS LOCATIONS WITHIN THE COUNTY OF NASSAU

CERTIFICATE HOLDER

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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POLICY NUMBER: [redacted]
NAMED INSURED: EMCOR Group, Inc.
POLICY TERM: 10-01-2020 to 10-01-2021

[redacted]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED BY CONTRACT TO ADD AS AN ADDITIONAL INSURED BUT ONLY IF THE PERSON OR ORGANIZATION DOES NOT QUALIFY AS AN ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY OR FOR YOU PURSUANT TO THAT CONTRACT OR ANOTHER ADDITIONAL INSURED ENDORSEMENT ATTACHED TO AND FORMING A PART OF THIS POLICY.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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POLICY NUMBER: [redacted]
NAMED INSURED: EMCOR Group, Inc.
POLICY TERM: 10-01-2020 to 10-01-2021

COMMERCIAL GENERAL LIABILITY
[redacted]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED BY CONTRACT TO ADD AS AN ADDITIONAL INSURED FOR COMPLETED OPERATIONS COVERAGE BUT ONLY IF THE PERSON OR ORGANIZATION DOES NOT QUALIFY AS AN ADDTIONAL INSURED FOR COMPLETED OPERATIONS ON ANOTHER ADDITIONAL INSURED ENDORSEMENT ATTACHED TO AND FORMING A PART OF THIS POLICY.	**AS PER THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, PROVIDED THE LOCATION IS WITHIN THE "COVERAGE TERRITORY" OF THIS COVERAGE PART.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: [redacted]
Endorsement Effective Date: Endorsement Expiration Date:
Endorsement No: ; Page: 1 of 1
Underwriting Company: American Casualty Company of Reading, Pennsylvania

Policy No: [redacted]
Policy Effective Date: 10/01/2020
Policy Page:

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POLICY NUMBER: [redacted]
NAMED INSURED: EMCOR Group, Inc.
POLICY TERM: 10-01-2020 to 10-01-2021

[redacted]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED BY CONTRACT TO ADD AS AN ADDITIONAL INSURED BUT ONLY IF THE PERSON OR ORGANIZATION DOES NOT QUALIFY AS AN ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY OR FOR YOU PURSUANT TO THAT CONTRACT OR ANOTHER ADDITIONAL INSURED ENDORSEMENT ATTACHED TO AND FORMING A PART OF THIS POLICY.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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POLICY NUMBER: [redacted]
NAMED INSURED: EMCOR Group, Inc.
POLICY TERM: 10-01-2020 to 10-01-2021

COMMERCIAL GENERAL LIABILITY
[redacted]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED BY CONTRACT TO ADD AS AN ADDITIONAL INSURED FOR COMPLETED OPERATIONS COVERAGE BUT ONLY IF THE PERSON OR ORGANIZATION DOES NOT QUALIFY AS AN ADDTIONAL INSURED FOR COMPLETED OPERATIONS ON ANOTHER ADDITIONAL INSURED ENDORSEMENT ATTACHED TO AND FORMING A PART OF THIS POLICY.	**AS PER THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, PROVIDED THE LOCATION IS WITHIN THE "COVERAGE TERRITORY" OF THIS COVERAGE PART.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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10/20

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) **Welsbach Electric Corp. of L.I.** **300 Newtown Road** **Plainview, New York 11803**	1b. Business Telephone Number of Insured **(516) 454-0023** 1c. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **County of Nassau - Department of Public Works** **1194 Prospect Ave** **Westbury, NY 11590** **Project: Nassau County Traffic Signal Maintenance** **Contract No. T62250-05M**	3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S.) 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period **01/01/2020** to **12/31/2020**

4. Policy provides the following benefits:
   - [x] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid family leave benefits only.
5. Policy covers:
   - [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 09/11/2020 By *Nancy Moss*
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 860-737-1681 Name and Title Nancy Moss Client Advocate Support

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Welsbach Electric Corp of L.I. 300 Newtown Road Plainview, New York 11802 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* Contract No. T62250-05M Traffic Signal Maintenance Throughout Nassau County	1b. Business Telephone Number of Insured 516-454-0023 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590-2723	3a. Name of Insurance Carrier American Casualty Company of Reading, PA 3b. Policy Number of Entity Listed in Box "1a" WC 6 78864408 3c. Policy effective period 10/01/2020 to 10/01/2021 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kathleen Gabey
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kathleen Gabey 09/18/2020
(Signature) (Date)

Title: Policy Support Assistant

Telephone Number of authorized representative or licensed agent of insurance carrier: 407-804-7423

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Executed in 2 Counterparts
Bond No. 107311448 / K40209992

PERFORMANCE BOND

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,
Welsbach Electric Corp. of L.I.
that 300 Newtown Road, Plainview, NY 11803 (hereinafter called the
Travelers Casualty and Surety Company of America &
"Contractor") and Federal Insurance Company a corporation created

and existing under the laws of the State of CT & IN, and licensed to do business in the State of New York, having its principal
TR - One Tower Square, Hartford, CT 06183
office in the city of FE - 202B Halls Mill Road, Whitehouse Station, NJ 08889 (hereinafter called the "Surety"), are held firmly bound unto the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of

Nine Million and 00/100 Dollars (9,000,000.00)
good and lawful money of the United States of America, to the payment of which said sum of money, will and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this 18th day of September, 2020

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with the COUNTY OF NASSAU, for the
Contract No. T62250-05M, Nassau County Traffic Signal Maintenance

which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by

reason of the use of any materials furnished or work done as aforesaid or otherwise, and

also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done

or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

Welsbach Electric Corp. of L.I.

Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)

Pres./CEO

by _____ (L.S.)

Title

by _____ (L.S.)

Title

Travelers Casualty and Surety Company of America &
Federal Insurance Company

Surety

by _____ (L.S.)

Title of Officer

Rita Losquadro, Attorney-in-Fact

Witness:

~~Attest~~ _____ (L.S.) (Corporate seal of Surety)

~~Title of Officer~~

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 18th day of September, 20 20, before me personally came Joseph P. Florio to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the Co/President of the Welsbach Electric Corp. of L.I. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

DAWN E. UCHACZ
Notary Public, State of New York
No. 01UC6047887
Qualified in Suffolk County
Commission Expires September 18,2021

Dawn E. Uchacz
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

(Acknowledgment by Surety Company)

STATE OF NEW YORK)

)

ss.:
COUNTY OF NASSAU)

On this 18th day of September, 20 20, before personally came Rita Losquadro to me Known, who being by me duly sworn, did depose and say that he resides in [redacted] that he is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America & Federal Insurance Company, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Nelly Renchiwich further said that he is acquainted with Rita Losquadro and knows him to be the Attorney-in-Fact of said company; that the signature of the said Rita Losquadro subscribed to the within instrument is in the genuine handwriting of the said Rita Losquadro and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Nelly Renchiwich.

Notary Public

NELLY M RENCHIWICH
Notary Public, State of New York
No. 01RE6218158
Qualified in Nassau County
Commission Expires March 1, 2022

POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Katherine Acosta, Thomas Bean, George O. Brewster, Desiree Cardin, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Nelly Renchiwich, Rita Losquadro, Vincent A. Walsh and Michelle Wannamaker of Uniondale, New York----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of March, 2019.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 25th day of March, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 18, 2020

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-2493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2019

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (429,780)	Outstanding Losses and Loss Expenses	$ 6,823,891
United States Government, State and Municipal Bonds	4,559,708	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	1,029,733	Other Liabilities	849,544
TOTAL INVESTMENTS	10,508,613	TOTAL LIABILITIES	11,474,327
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	1,306,881
Chubb Indemnity Ins. Co.	178,808		
Chubb National Ins. Co.	181,053	SURPLUS TO POLICYHOLDERS	4,039,335
Other Affiliates	97,160		
Premiums Receivable	1,611,096		
Other Assets	2,302,210		
TOTAL ADMITTED ASSETS	$ 15,513,662	TOTAL LIABILITIES AND SURPLUS	$ 15,513,662

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2019, investments with a carrying value of $508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Sworn before me this April 14, 2020

DocuSigned by:
John Taylor
D28C1F0D5...
Senior Vice President

Diane Wright
Notary Public

August 8, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rita Losquadro** of **UNIONDALE**, **New York**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18TH day of SEPTEMBER, 2020.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 90,238,216	UNEARNED PREMIUMS	$ 1,079,716,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,846
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,954,748
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,279
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,393	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,988	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	$ 2,263,017,456
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,123,684,564
TOTAL ASSETS	$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	$ 4,386,702,020

E OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

Michael J Doody

VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2020

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Federal Insurance Company
of Indianapolis, Indiana

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $4,039,334,581. (Capital $20,980,068), as is shown by its sworn financial statement for the quarter ending, December 31, 2019, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 14th day of April 2020.

Linda A. Lacewell
Superintendent

Ellen Buxbaum
Special Deputy Superintendent

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty & Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,123,684,564. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2019, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 7th day of April 2020.

Linda A. Lacewell
Superintendent

Ellen Buxbaum
Special Deputy Superintendent

Executed in 2 Counterparts
Bond No. 107311448 / K40209992

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that Welsbach Electric Corp. of L.I. as Principal,
(Here insert the name and address, or legal title, of the Contractor)

300 Newtown Road, Plainview, NY 11803,

hereinafter called Principal, and Travelers Casualty and Surety Company of America & Federal Insurance Company,

a corporation of the State of CT & IN, and licensed to do business in the State of New York, with its home office in
TR - One Tower Square, Hartford, CT 06183
FE - 202B Halls Mill Road, Whitehouse Station, NJ 08889, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Nassau, as Obligee, here-in-after called Owner, for the use and benefit of claim-ants as herein below defined, in the amount of

Nine Million and 00/100 Dollars ($ 9,000,000.00)
(Here insert a sum equal to the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and as-signs, jointly and severally, firmly by these presents.

WHEREAS,
Principal has by written agreement dated September 18, 2020 entered into a contract with Owner for,
Contract No. T62250-05M, Nassau County Traffic Signal Maintenance

which contract is by reference made a part hereof, and is hereafter referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.

2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
   a. Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
   b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.
   c. Other than in a court of competent jurisdiction in and for the County of Nassau.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 18th day of September 2020

Welsbach Electric Corp. of L.I.
Contractor

by _____ (L.S.) (Corporate seal of Contractor Title if a corporation)
President

by _____ (L.S.) Title

Travelers Casualty and Surety Company of America & Federal Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Rita Losquadro, Attorney-in-Fact

Witness: ~~Attest~~ _____ (L.S.) (Corporate seal of Surety)
~~Title of Officer~~

Page 2

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 18th day of September, 2020, before me personally came Joseph P. Fiorio to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO/President of the Welsbach Electric Corp. of L.I. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

DAWN E. UCHACZ
Notary Public, State of New York
No. 01UC6047887
Qualified in Suffolk County
Commission Expires September 18, 2022

Dawn E Uchacz
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____Notary Public

(Acknowledgment by Surety Company)

STATE OF NEW YORK)
)
ss.:
COUNTY OF NASSAU)

On this 18th day of September , 2020 , before me personally came Rita Losquadro to me Known, who being by me duly sworn, did depose and say that he resides in [redacted] that he is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America & Federal Insurance Company, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Nelly Renchiwich further said that he is acquainted with Rita Losquadro and knows him to be the Attorney-in-Fact of said company; that the signature of the said Rita Losquadro and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Nelly Renchiwich .

Notary Public

NELLY M RENCHIWICH
Notary Public, State of New York
No. 01RE6218158
Qualified in Nassau County
Commission Expires March 1, 2022

POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Katherine Acosta, Thomas Bean, George O. Brewster, Desiree Cardin, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Nelly Renchiwich, Rita Losquadro, Vincent A. Walsh and Michelle Wannamaker of Uniondale, New York----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of March, 2019.

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 25th day of March, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(I) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(II) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 18, 2020

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2019

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (429,780)	Outstanding Losses and Loss Expenses	$ 6,823,691
United States Government, State and Municipal Bonds	4,559,706	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	1,029,733	Other Liabilities	849,544
TOTAL INVESTMENTS	10,506,613	TOTAL LIABILITIES	11,474,327
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	1,306,881
Chubb Indemnity Ins. Co.	178,808		
Chubb National Ins. Co.	181,053	SURPLUS TO POLICYHOLDERS	4,039,335
Other Affiliates	97,150		
Premiums Receivable	1,611,096		
Other Assets	2,302,210		
TOTAL ADMITTED ASSETS	$ 15,513,662	TOTAL LIABILITIES AND SURPLUS	$ 15,513,662

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2019, investments with a carrying value of $508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Sworn before me this April 14, 2020

DocuSigned by:
John Taylor
D28C1F6D5...
Senior Vice President

Diane Wright
Notary Public

August 8, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rita Losquadro** of **UNIONDALE**, **New York**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizences, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18TH** day of **SEPTEMBER**, **2020**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK $ 6,460,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 90,238,216	UNEARNED PREMIUMS	$ 1,079,716,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,868
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,748
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,398	POLICYHOLDER DIVIDENDS	11,462,845
OTHER ASSETS	3,574,988	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	$ 2,263,017,456
		CAPITAL STOCK	$ 6,460,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,604
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,123,684,564
TOTAL ASSETS	$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	$ 4,386,702,020

E OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

Michael J Doody

VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2020

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty & Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,123,684,564. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2019, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 7th day of April 2020.

Linda A. Lacewell
Superintendent

Ellen Buxbaum
Special Deputy Superintendent

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Federal Insurance Company
of Indianapolis, Indiana

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $4,039,334,581. (Capital $20,980,068), as is shown by its sworn financial statement for the quarter ending, December 31, 2019, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 14th day of April 2020.

Linda A. Lacewell
Superintendent

Ellen Buxbaum
Special Deputy Superintendent

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GC-1 APPLICATION OF GENERAL CONDITIONS

The Provisions of the General Conditions as hereinafter stipulated shall form a part of each Prime Contract and/or separate trade specification except insofar as any such provision or provisions maybe manifestly not applicable to any such trade specification.

It shall be the duty of the Contractors to fully familiarize themselves with all of the provisions of the Contract Documents.

GC-2 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

The intent of the Contract Documents is to include everything necessary for the proper execution of the complete finished Work.

GC-3 ORAL MODIFICATIONS

No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms of the Contract.

GC-4 KNOWLEDGE OF CONDITIONS

(See Instructions to Bidders, Section II, Bidder's Responsibility.)

GC-5 DRAWINGS AND SPECIFICATIONS

A. The Drawings and Specifications prepared by the Engineer are intended to agree and anything shown or called for on the Drawings and not mentioned in the Specifications, or vice versa, or any Work or materials necessary to, and usually included in the complete finish of the Work and/or materials of the character to be furnished by the Contractors, shall be considered to be included herein and shall be performed and furnished by the Contractors without any extra charge, as though the same were both shown and specified. In the case of a conflict, the specifications shall take precedence over the Contract Drawings.

The Engineer will furnish in addition to the Drawings listed in the Contract Documents, such other and additional Drawings and such explanations in writing that may, in the Engineer's opinion, be necessary for the performance of the Work by the Contractors, and all such details and explanations shall be binding upon and shall be strictly followed and complied with by the Contractors. All such Drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

B. All Drawings, and such notes, interlineations, figures and details, as may be noted thereon, shall be considered as a part of and complementary to the Specifications. Full size Drawings and large scale details shall, in General, govern and take precedence over the small scale Drawings which they are intended to amplify. Figure dimensions shall govern in laying out the Work, and no Work shall be executed from dimensions obtained by scaling the drawings.

While the Specifications are subdivided into divisions and sections, (but only for the purpose of facilitating the Work) Contractors shall, nevertheless, furnish all labor and materials necessary to complete all the Work in accordance with the Contract despite the fact that it may not appear under the Work specified for the particular division and section under which it would be normally classified.

C. The Contractors shall check all supplementary information furnished them immediately upon their receipt. The supplementary information shall not be altered by the Contractors, but should any error or inconsistency appear, or in the event of any doubt or question arising in respect to the true meaning and intent of the Drawings or Specifications, or should anything be omitted from the Drawings or Specifications which is necessary to a clear understanding of the Work, they shall report same in writing within five (5) days to the Engineer who will make any necessary rectification an decisions.

D. If, at any time, the County shall fail to supply sufficient or clear information to enable the Contractor to proceed with the Work, the Contractor shall immediately notify the Engineer in writing, and in no case, will the lack of such information, or failure to understand the Drawings or Specifications, or ignorance of the contents of either, be considered or received as an excuse for improper or inferior construction, workmanship or materials, or for any delay in performing the Work, or as justification for any claim for Extra Work or materials.

Should any question or disagreement arise concerning the meaning of Drawings or Specifications, such question or disagreement shall be settled by the Engineer, whose decision in writing shall be final.

E. The Contractors will be furnished by the County, without charge, the following number of copies of the Contract Drawings and Specifications:

Contract	No. of Copies
All Construction Work	6

Any sets of contract Drawings and Specification which the contractors may require in addition to these will be furnished at cost of reproduction and handling.

F. The Contractor shall keep at least one copy of all Drawings and Specifications at the Site in good order and available to the County, the Engineer, or their representatives. These Drawings and Specifications shall be kept up to date at all times and show all changes.

GC-6 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications are and shall remain the property of the County. These are furnished to the Contractors as instruments of service. They are not to be used on any other work.

GC-7 COORDINATION WITH OTHER CONTRACTORS

A. During progress of the Work on this Contract, other contractors may be engaged in performing Work within the Contract area and in areas adjacent to this contract area.

1. The Contractor's attention is specifically directed to the fact that because of the work on other contracts within and adjacent to the limits of this Contract he may not have exclusive occupancy of the territory within or adjacent to the limits of this contract.

2. The Contractor will be required to cooperate with other Contractors and the owners of the various utilities and to coordinate and arrange the sequence of this Work in such a manner that all work, proposed or in progress within or adjacent to the limits of the Contract, can be progressed with as little interference as possible.

3. In case of interference between the operations of a Contractor and / or utility owners and / or other Contractors, the Commissioner shall be the sole judge of the rights of each party

and the sequence for Work necessary to expedite the completion of all the work progressed or about to be progressed within or adjacent to the contract limits.

B. The direction or the Commissioner on the order and sequence of the Work shall not in itself constitute a basis for extra compensation or an Extension of Time.

GC-8 MEETINGS

A. Pre-Construction Meeting

1. After the Contract has been awarded, but prior to the start of actual construction, a Pre-Construction Meeting will be scheduled by the County.

2. The meeting shall be attended by representatives of the Nassau County Department of Public Works, the Contractor, Subcontractors as requested, and the Engineer. The purpose of this Meeting will be generally administrative and will include but not necessarily be limited to discussion of County requirements, use of Subcontractors, submissions required from the Contractor prior to start of Work, major equipment deliveries and priorities, construction procedures, payment criteria, time for completions and any specific or unique criteria to be followed.

B. Progress Meetings

1. Regular Meetings will be held twice a month at the Construction Manager's Field Office during the performance of the Work of this Contract. Additional Meetings may be called as progress of the Work dictates.

2. Responsible representation from major equipment manufacturers will be the Contractors' responsibility at Progress Meetings on demand from the County. Refer to all Divisions of the Technical Specification for other requirements.

3. Attendance:

   a. County
   b. Engineer
   c. Contractor
   d. Subcontractors, only with Engineer's approval or request, as pertinent to the agenda.

4. Minimum Agenda

   a. Review minutes of previous meetings.
   b. Review progress of Work since last meeting.
   c. Note and identify problems which impede planned progress.
   d. Develop corrective measures and procedures to regain planned schedule.
   e. Revise construction Schedule as indicated and plan progress during next Work period.
   f. Plan to maintain quality and work standards.
   g. Complete other current business.

GC-9 BID BREAKDOWN

(See Agreement, Article XXXIII, "Submission of Bid Breakdown".)

GC-10 SUPERINTENDENCE AND WORKMEN

(See Agreement, Articles XXVIII, "Character and Competency" and XXIX, "Superintendence".)

GC-11 LAWS AND ORDINANCES

The Contractors accept the Drawings and Specifications and other Contract documents, submitted by the Engineer. On the basis that such Drawings, Specifications and other Contract Documents do not constitute a release of responsibility on the part of the Contractors to know and supervise the actual construction in all its parts so that such construction complies with all legal regulation. The Contractors shall be held to be both responsible and accountable for any damage which the County may suffer as a result of non-compliance with any or all legal regulation.

The Work shall be performed by the Contractors, in all respects, in strict conformity to all laws, rules, regulations, requirements and ordinances of the federal, state and local governments and all departments and bureaus thereof, and of the National Fire Protection Association. Should the Drawings or the Specifications conflict with the law, the contractors shall immediately notify the Engineer in writing of such conflict, and shall thereafter follow the written instruction of the Engineer in respect thereto; or should the Drawings or Specifications require more than the law requires, the Drawings and Specifications shall be followed nevertheless.

Each prime Contractor shall obtain and pay for all permits and fees required by Compliance with the foregoing requirement the Work performed under his Contract. Notwithstanding the requirements of the preceding paragraphs, all Contractors shall be additionally governed by OSHA requirements. All electrical Work shall comply with the N.E.C. and the respective Contractor will be required to furnish for his Work, Under-writers certificates issued by Underwriters Laboratories for compliance.

Compliance with the foregoing requirements shall not relieve the contractors of any other of their obligation under this Contract (See Agreement Articles III, "Contractor's Responsibility" and IV, "Compliance with Laws".)

GC-12 PERMITS

(See Agreement, Article IV, "Compliance with Laws".)

GC-13 ACCIDENTS

A. If death, serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Commissioner and the Engineer.

B. Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or connection with, the performance of the Work, which cause death, personal injury or property damage, giving full details and statements of witnesses.

C. If any claim is made by anyone against the contractor or Subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

GC-14 CONTRACTOR SUBMISSIONS

In accordance with the requirements of the contract Documents, the Contractor shall furnish all required submittals which shall include, but not be limited to, the following tabulation of contractor submissions.

A. Materials and Equipment

1. Suppliers and manufactures:

Within fifteen (15) days after Notice to Proceed, the Contractor shall submit to the Commissioner and the Engineer a list of materials and equipment suppliers and manufacturers for approval in accordance with the requirements of the General Conditions, Article GC-17. "Materials and Equipment Approvals, Substitutions, and Deviations".

2. Material and Equipment Orders Schedule:

a. Within fifteen (15) days after Notice to Proceed, Contractor shall prepare and submit his tabulation and schedule of principal items and equipment and materials to be purchased to the Engineer for review and approval. The Schedule shall be revised until approved by Engineer.

b. The Schedule shall be updated biweekly and one copy submitted to the Engineer.

c. Five (5) updated copies of the schedule shall be submitted to the Engineer with the application for partial payment.

d. Schedule shall be submitted until all of the data is incorporated into the construction schedule for the project.

3. Form of Schedule: Schedule shall be in tabular form with appropriate spaces to insert the following information for principal items of equipment and materials:

a. Date on which shop drawings are requested and received from the manufacturer.

b. Dates on which certification is received from the manufacturer and transmitted to the Engineer.

c. Date on which shop drawings are submitted to the Engineer and returned by the Engineer for revision.

d. Dates on which shop drawings are revised by manufacturer and resubmitted to the Engineer.

e. Date on which shop drawings are returned by Engineer annotated either "Approved" or "Approved as Noted".

f. Date on which accepted shop drawings are transmitted to manufacturer.

g. Date of manufacturer's scheduled delivery.

h. Date on which delivery is actually made.

B. Substitutions:

1. Within a ten (10) day period from the Notice to Proceed, Request for substitutes may be proposed to the Commissioner. This Period for submitting requests will be strictly

enforced. Such requests shall conform to the requirements of General Conditions, Article GC-17, "Materials and Equipment, Approvals, Substitutions and Deviations".

2. Requests for substitutions will be received and considered from Prime Contractors only and not from manufacturers, suppliers, subcontractors, or other parties.

C. Shop Drawings:

1. Within fifteen (15) days after the Notice to Proceed, the Contractor shall prepare and submit three (3) copies of his schedule of shop drawings submissions to the Engineer for review and approval.

2. In order to maintain the construction schedule for this project the Contractor shall submit all shop drawings within forty-five (45) days after the Notice to Proceed. The Contractor's schedule of shop drawing submissions shall conform to these requirements.

3. Shop drawings shall be submitted without fail in time to permit correction, resubmission and final approval, as hereinafter specified, without causing any delay in the construction of any work. Formal submission of shop drawings will begin after execution of the Contract by the County Executive and the Notice to Proceed.

D. Coordination Drawings:

1. Coordination drawings shall be completed by all Contractors within sixty (60) days from the notice to proceed.

2. Coordination Drawings shall be initiated, completed and submitted for distribution so as not to delay the construction.

E. Layout and Installation Drawings:

1. Layout and installation drawings shall be completed by all Contractors within ninety (90) days from the Notice to Proceed.

2. Layout and installation, drawings submitted for review by the Engineer shall include all equipment, pipes, valves, fitting, drains, ventilation ducts, all electrical, heating ventilating and other conduits, electrical cable trays, lighting fixture layouts, and circuiting, instrumentation, power supply, alarm circuits, etc., under this Contract.

F. Operations and Maintenance Manuals:

1. Two (2) copies of Preliminary Operations and Maintenance Manuals shall be submitted with the shop drawings for each major item of equipment.

G. Maintenance and Lubrication Schedules:

1. A maintenance and lubrication schedule for each piece of equipment shall be submitted with the shop drawings. Submission shall be seven (7) copies.

H. Samples:

1. Samples and Shop drawings which are related to the same unit of work or Specification Section shall be submitted at the same time. If related shop drawings and samples are

submitted different times, they cannot be reviewed until both are furnished to the Engineer.

2. Shop drawings include, but are not limited to, shop drawings, layout and installation drawings in plan and elevation, certified wiring diagrams, inter connecting wiring diagrams, manufacturer's data, etc. The Contractor shall be responsible for securing all of the information, details, dimensions, drawings, etc., necessary to prepare the shop drawings required as necessary under this Contract and to fulfill all other requirements of his Contract. The Contractor shall secure such information, details drawings, etc., from all possible sources including the Contract Drawings, drawing prepared by subcontractors, suppliers, etc.

3. All shop drawings submitted by the Contractors which involve a change at variance with the contract drawings shall be noted by the Contractors by advising the Engineer in writing as to the recommended change and the reason therefore.

4. Contract drawings are for engineering and general arrangement purposes only and are not to be used as shop drawings.

5. Shop drawings shall accurately and clearly present the following:

   a. All working and installation dimensions.

   b. Arrangement and sectional views.

   c. Units of equipment in the proposed positions for installation, details of required attachments and connections, and dimensioned locations between units and in relation to the structures.

   d. Necessary details and information for making connection between the various trades including, but not limited to, power supplies an interconnecting wiring between units, accessories appurtenances, etc.

6. Structural and all other layout drawings prepared specifically for the Project shall have a plan scale of not less than ¼-inch equal to 1 foot and they shall be not larger than the size of the Contract Drawings.

7. Where manufacturer's publications in the form of catalogs, brochures, illustrations, compliance certificates, or other data sheets are submitted in lieu of prepared shop drawings, such submissions shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.

8. The Contractor shall provide all required copies for the use of the various trades at the site, and one (1) copy of approved shop drawings shall be provided by the Contractor to the other Prime Contractors.

9. A submittal record form shall accompany each submittal. A facsimile copy of the record form will be provided by the County. This is the only form to be used by the Contractor for submittals.

10. Contractor Responsibilities

a. Before submitting shop drawings to the Engineer, all submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of material or equipment. The Contractor shall thoroughly check all drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors, manufacturers, or suppliers by the Contractor for correction.

b. All submittals, including shop drawings prepared by or under the direction of the various Contractors, shall be thoroughly checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the contractor's signature of approval certifying that they have been so checked. Submittals without the Contractor's signature of approval will not be reviewed by the Engineer and will be returned to the Contractor stamped "Rejected". Before submitting them to the Engineer, all submittals shall be bound, properly labeled and consecutively numbered. In a clear space above the title block, or on the back, the Contractor shall hand stamp the following, and enter the required information:

"NASSAU COUNTY

NAME OF PROJECT

Date:_____
Contract No.:_____
Equipment Identification No.:_____
Contract Drawing No.:_____
Specification Section:_____

The document has been reviewed, coordinated and checked in detail for accuracy of content and for compliance with the Contract Documents and is hereby approved. The information contained herein has been coordinated with all involved contractors.

Contractor:_____
Signed:_____."

c. Shop Drawings shall be submitted as a single package including all associated drawings for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnecting wiring diagrams for construction.

d. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure. The Contractor shall call the Engineer's attention to any changes by the use of large rubber stamp, or larger letters on shop drawings. If this is not done, even if the work is incorporated in the construction, it will not be accepted by the Engineer even if shop drawings are "Approved".

e. No materials or equipment shall be ordered, fabricated or shipped or any work performed until the Engineer returns to the Contractor the submittals herein required, annotated "Approved".

f. Where errors, deviations, and / or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors deviations and / or omissions.

11. Procedure for Review by the Engineer:

a. Shop Drawings will be checked for design conformance with the Contract Documents and general arrangement only.

b. Submittals shall be transmitted in sufficient time to allow the Engineer adequate time for review and processing so as not to delay the Project.

c. For all drawings greater than 8-1/2 inches by 11 inches in size, the contractor shall transmit one (1) reproducible transparency and one (1) print of each submittal directly to the Engineer for review. Concurrently a copy of the transmittal letter and one (1) print shall be sent by the Contractor to the County. For submittals of the 8-1/2 inches by 11 inches in size, the Contractor shall submit two (2) copies to the Engineer and a copy of the transmittal letter and one copy of the shop drawing to the County. Prints from the reproducible transparencies shall be legible with a sharp, clear definition of all line work and lettering. Reproducible transparencies and resultant prints which in the opinion of the Engineer are not legible will not be reviewed and will be returned to the Contractor annotated "Rejected".

When a submittal is "Disapproved" or "Rejected", the Engineer will make the necessary copies required to permit the following distribution:

County – Transmittal only
Contractor – 2 copies
Engineer – 2 copies

When a submittal reaches "Approved" or "Approved as Noted", the Engineer will make the additional copies required to permit the following distribution:

County – 6 copies
Contractor – 2 copies
Engineer – 2 copies

d. Submittals shall be accompanied by a submittal record from hereinbefore specified and shall be accompanied with any notification of departures and any pertinent data to facilitate review. If data for more than one Section of the specification is submitted, a separate transmittal letter shall accompany the data submitted for each Section. A number shall be assigned to each submittal by the Contactor starting with the Number 1 and thence numbered consecutively. Resubmittals shall be identified by the same number followed by the suffix "A" for the first resubmittal and the suffix "B" for the second resubmittal, etc.

e. Submittals will be annotated by the Engineer in one of the following ways:

"Approved" – no exceptions are taken.

"Approved as Noted" – minor corrections are noted and shall be made and resubmittal is required.

"Disapproved" – minor corrections are noted and shall be made and resubmittal is required.

"Rejected" – based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment for a submission of other equipment is required.

Or

Reproducible transparencies and resultant prints are not legible and will not be reviewed and resubmittal is required.

f. If a submittal is satisfactory to the Engineer, the Engineer will annotate the submittal "Approved" and return three (3) copies to the Contractor. If reproducible transparencies are submitted, the Engineer will retain the copies and return the reproducible transparencies to the Contractor, plus two (2) prints.

g. If a resubmittal is required the Engineer will annotate the submittal "Approved as Noted" or "Disapproved" or "Rejected" and return three (3) copies to the Contractor for appropriate action. If reproducible transparencies are submitted, the Engineer will retain the copies and return the reproducible transparencies to the Contractor, plus two (2) prints. The Contractor shall resubmit in accordance with paragraph C.3, hereof.

h. Contractor shall revise and resubmit submittals as required by the Engineer until submittals are "Approved" by the Engineer.

i. Approval of a Shop Drawing by the Engineer will constitute approval of the subject matter for which the drawing was submitted and not for any other structure, material, and equipment for appurtenances shown.

j. Coordination Drawings Requirements:

1. The General Construction Contactor shall initiate coordinating the installations of all the contracts (HVAC, Electrical and General Construction) by means of Coordination Drawings, as specified herein. The Coordination Drawings may lack complete data in certain instances pending receipt of shop drawings, but sufficient space shall be allotted for the items affected. When final information is received, such data shall be promptly inserted on the Coordination Drawings.

2. The General Construction Contractor shall prepare a set of Mylar transparencies indicating equipment and appurtenances, at not less than 3/8 inch scale. The Drawings shall also show beams, ceiling heights, walls, floor to floor dimensions, floors, partitions, columns, windows, door and other major architectural and structural features shown on the General Construction Drawings. Site coordination drawings shall be at

not less than 1" = 20'-0' scale. Two sets of prints from the transparencies shall be furnished to the County's review for conformance with the intent of this Section. Correction, if required, shall be made to the transparencies.

3. The General Construction Contractor shall deliver the set of Mylar to the HVAC Contractor who will draw his work to scale on these drawings. Then the HVAC Contractor shall deliver the set of Mylar to the Electrical contractor, who will superimpose his work on the Coordination Drawings. Then the Electrical Contractor shall return the set of Mylar to the General contractor.

4. In the preparation of all the coordination drawings, composite drawings, and large scale details as well as cross and longitudinal sections shall be made as required, or as directed by the Engineer, to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts and similar features. In preparing the Coordination Drawings, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made as required to avoid space conflicts, when mutually agreed, but items may not be resized or exposed items relocated without the County's approval. No changes shall be made in any wall or chase locations, ceiling height, door swings or shall be made in any wall or chase location, ceiling heights, door swings or locations, windows or other openings, or other features affecting the function or aesthetic effect of the work among themselves. If conflicts or interferences cannot be satisfactorily resolved, the County shall be notified and its decision obtained.

5. No preference or advantage shall be given to any contractor in considering resolution of conflicts, or grant priority to any one Contractor in the allocation of space. If the Contractors are unable to reach agreement on matter of interference, the matter shall be submitted to the County for its binding decision. At the completion of this phase of the Coordination Drawings preparation, the County shall hold coordination meetings with the Prime Contractors to eliminate any interference among the trades that the drawings indicate and to avoid any conflicts during the installation of the work.

6. At the completion of these meetings, and after the General Construction Contractor's set of Mylar has been coordinated and all necessary changes have been made, the County shall hold a final coordination meeting where these Drawings shall then be signed off by each of the Contractors, indicating their awareness of, and agreement with, the indicated routings and layouts and their interrelationship with the adjoining or contiguous work of all contracts. Thereafter no unauthorized deviations will be permitted and if made without the knowledge or agreement of the County or other affected contractors, will be subject to removal and correction at no additional cost to the County.

7. After the final Coordination Drawings have been agreed upon and signed by all Contractors, the General Construction Contractor shall provide and distribute four (4) copies of each to the Contractor and

fifteen (15) copies to the County, for reference and record purposes. Contractors desiring additional copies of such drawings, beyond the basic distribution indicated above, shall arrange and pay for cost of same.

8. The record copies of final Coordination Drawings shall be retained by each Contractor as a working reference. All shop drawings, prior to their submittal to the County, shall be compared with the Coordination Drawings and developed accordingly by the Contractor responsible. Any revisions to the Coordination Drawings which may become necessary during the progress of the work shall be noted by all Contractors and shall be neatly and accurately recorded on the copies. Each Contractor shall be responsible for the up-to-date maintenance of his own record copies of the Coordination Drawings and to keep one (1) copy available at the Site. The Coordination Drawings and any subsequent changes thereto, shall be utilized by each Contractor in the development of his as-built drawings.

9. No extra compensation will be paid by the County to any Contractor for relocating any duct, pipe, conduit or other material that has been installed without proper coordination among all the contractors and the trades involved. If any improperly coordinated work, or work installed that is not in accordance with the approved Coordination Drawings, necessitates additional work by the other Contractors, the cost of such additional work shall be assessed to the Contractor responsible, as determined the County.

10. All changes in the work on any Contract, whether a change in price is given or not, shall be shown on the Coordination Drawings.

11. All work on the Coordination Drawings shall be performed by competent draftsmen, in clear, legible manner. The County shall be the sole judge of the acceptability of the Coordination Drawings.

12. Coordination Drawings shall not be used for "as built" drawings.

k. Layout and Installation Drawings Requirements:

1. Layout and installation drawings are to be submitted in accordance with the requirements hereinbefore specified under Paragraph I, Shop Drawing Requirements.

2. Layout and installation drawings are required for both interior and exterior piping valves, fittings, sewers, drains, heating and ventilation duct, conduits, plumbing lines, electrical cable trays, etc. The final dimensions, elevations, locations, etc. of various items may depend upon the dimensions of equipment, valves, etc. to be furnished by the Contractor.

3. Layout and installation drawings shall show connections to structures, equipment sleeves, valves, fittings, etc.

4. Drawings shall show the location and type of all supports, hangers, foundations etc., and the required clearances to operate valves, equipment, etc.

5. The drawings for pipe, ducts, conduits, etc. shall show all electrical conduits and pressure piping, electrical cable trays , heating and ventilation ducts or pipes structures, manholes or any other feature within four (4) feet (measured as the clear dimension) from the pipe, duct, conduit, etc. for which the profile is drawn.

GC-15 SAMPLES

A. General:

1. Where required in the specification for the various trades or otherwise requested by the County or Engineer, samples of any materials to be used and of the finish to be applied in the work, shall be submitted by the Contractor for approval in accordance with the General Conditions, Article GC-14, "Contractor Submission". Samples shall be of such a nature to fully illustrate the character of the finished work or as maybe more fully described in the trade specifications.

2. Samples shall be furnished so as no to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

3. Contractor shall store and protect large samples and mock-ups until the Project is complete or until a time approved by the Engineer.

4. Accepted samples will establish the standards by which the completed work will be judged.

B. Samples:

1. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly identified.

2. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor's stamp of approval certifying that they have been checked.

3. Samples shall be submitted in triplicate and each sample shall be identified with the name and number of the project, reference to Specification Section, Contact drawing number, nature of the material, trade name of manufacturer and the locations of its intended placement. Written approval shall be obtained, and the work furnished shall conform strictly to the samples approve by the engineer. No approval of a sample shall be taken in itself to change or modify any of the requirements of the contract.

4. Transportation charges or samples submitted to the Engineer shall be prepaid by the Contractor. Samples shall be delivered to the Engineer's field office. If the Contactor required a sample for his use, he shall notify the Engineer in writing.

5. If samples are disapproved, the Contractor shall make all corrections required and shall resubmit the require number of new samples until approval is received.

C. Job Mock-Ups:

1. Job mock-ups (sample panels shall be constructed on Site by the Contractor and only one (1) of each type will be required. Mock-ups shall be constructed only after the individual samples and components used in the mock-up have been approved by the Engineer. If a mock-up is not approved, the Contractor shall construct additional ones until approval is received.

D. Samples for Tests:

1. Contractor shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods and as required by the Contract drawings.

GC-16 TEMPLATES AND PATTERNS

Templates and patterns shall be prepared and provided as required for the proper execution of the Work under the various Prime Contracts, by the various trades.

GC-17 MATERIALS AND EQUIPMENT, APPROVALS, SUBSTITUTIONS AND DEVIATIONS.

A. Approval of Materials and Equipment Suppliers and Manufacturers:

1. The Contractor shall submit to the Commissioner and the Engineer for approval a list of materials and equipment suppliers and manufacturers who are to furnish items of materials or equipment. This submission is to be made in accordance with the time conditions stipulated in General Conditions, Article GC-14, and "Contractor Submissions".
2. Where the acceptability of any equipment or material specified herein is conditioned upon that item having a record of satisfactory operation for a specified period of time, such acceptability may be considered lacking such record, only if the manufacturer and or supplier can provide a bond or cash deposit which will guarantee replacement at no cost to the County in the event of failure occurring prior to the expiration of the experience record term specified. The item proposed must meet all other technical requirements stipulated in the Specifications.
3. If the materials and equipment submitted are offered as substitutes to the Contract Documents the contractor shall advise the County and the Engineer of the substitution and comply with the requirements hereinafter specified in the Article.

B. Storage and Protection of Equipment and Materials:

The Contractor shall make every effort to minimize extended storage periods for materials and equipment at the site by judiciously scheduling deliveries to coincide with construction needs. The Contractor shall store his material and equipment in accordance with the requirements of Division 1, Special conditions of the Technical Specifications. The Contractor shall not store unnecessary materials or equipment at the site and shall take care to prevent any structure from being loaded with a weight which will endanger its integrity or the safety of persons. The Contractor shall follow the instructions of the Engineer, regarding the posting of regulatory signs for loading on structures and other safety precautions. The contractor shall obtain from the equipment manufacturers a letter detailing them method of storage and the maintenance of the stored equipment for the Engineers review. All storage and methods of protection for material and equipment at the site shall be subject to the prior approval of the Engineer. Any costs associated

with the storage and protection of materials and equipment shall be deemed to be included under the contract and no additional payment will be made.

1. Materials:

   a. Materials may be stored out of doors if supported on wood runners above ground surface and protected with approved, effective durable covers.

   b. Materials shall not be placed within ten (10) feet of fire hydrants.

   c. Avenues for personnel and vehicular movement, gutters, drainage channels and inlet shall be kept unobstructed at all times.

2. Major Equipment:

   a. No major Equipment item shall be brought to the site until the following conditions are met:

      (1) The County must have received the manufacturer's recommendations for on site storage in writing.

      (2) The structure in which the equipment is to be installed is roofed (roofing must be watertight) and has such protection of doorways, windows and other openings that will provide reasonable protection from the weather.

3. Special Equipment:

   a. The Storage of special equipment shall be in accordance with the requirements specified in Division 1 of the Technical Specifications.

4. Equipment other than Major Equipment:

   a. The contractor shall not ship any equipment to the site until approval is received from the County. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the County.

   b. Storage of any mechanical or electrical equipment out of doors at any time is absolutely prohibited regardless of the protection furnished. Storage of mechanical and electrical equipment within structures at the Site will not be permitted until all structural work has been completed and the structure is made weather tight.

   c. All mechanical and electrical equipment shall be coated , wrapped and otherwise protected from snow, rain, drippings of any sort, dust, dirt, condensed water vapor, etc. during shipment, storage, and subsequent to installation and until placed in service.

   d. Should storage of mechanical and electrical equipment become necessary before it can be stored at the Site, the contractor shall provide storage in a weather proof warehouse.

e. All costs for equipment protection including warehousing or other work to meet the scheduled completion date shall be deemed to be included under the Contract and no additional payment will be made.

f. All equipment having moving parts such as gears, electric motors, etc. and /or instruments shall be stored in a temperature and humidity controlled building approved by the County, until such time as the equipment is to be installed.

g. All equipment shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer.

h. Manufacturer's storage instruction shall be carefully studied by the Contractor and reviewed with the County by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.

i. Moving parts shall be rotated a minimum once weekly to insure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.

j. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.

k. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that is a condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

l. Where equipment must be installed before the erection of adequate protective structures, the Contractor, without additional compensation shall provide approved, effective, and durable covers and provide such other protection as required for fully protecting such equipment from damage from the elements or other causes.

C. Installation of Equipment:

1. General

a. Contractor shall have on hand sufficient personnel, proper equipment, and machinery of ample capacity to facilitate the work.

b. Contractor shall be responsible for locating, aligning and leveling all equipment to the accuracy required.

c. Complete manufacturer's installation instructions, including permissible tolerances, shall be furnished in duplicate with each unit of equipment or set of identical units before installation.

d. All equipment shall be installed in accordance with the approved shop drawings: inclusive of manufacturer's specification, drawings and tolerances.

e. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the drawings unless directed otherwise by the engineer during installation.

2. Installation

a. Special care shall be used in locating, aligning and leveling all equipment and parts thereof to insure that each item is in the proper position relative to other equipment, and that all parts are aligned within allowable tolerances. The Contractor shall be responsible for this accuracy, and shall notify the Engineer of any conditions in prior work which would prevent this alignment before proceeding with the work.

b. Concrete foundations for equipment shall be approved design and shall be adequate in size, suitable for the equipment erected thereon.

D. Name Plates:

1. Each unit of equipment shall bear the manufacturer's name or trademark on a corrosion resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally, stamped, or otherwise permanently marked upon the item of equipment.

2. Such other information as the manufacturer may consider necessary to complete identification, or as specified, shall be shown on the nameplate.

E. Painting:

1. Except as otherwise specified or required, equipment shall be primed and finish painted at the factory, in accordance with the recommendations of the approved manufacturer.

2. All field painting is included under the individual Prime Contract.

3. Any damage to shop coating shall be corrected to the satisfaction of the Engineer by the Prime Contractor responsible for the installation and protection of the shop coated item.

F. Damage during Tests and Instruction Periods:

Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and he shall neither have nor make any claim for damage which may occur to equipment prior to the time when the County formally takes over the operation thereof.

G. Services of Manufacturer's Engineers:

The contract price shall include the cost of furnishing competent engineers or superintendents from each company manufacturing equipment for the Project to:

1. Assist the Contractor to adjust and test the equipment in conformity with the Contract Documents.

2. Supervise start up operations and adequately instruct designated employees of the County in the proper operation and maintenance procedures of equipment installed.

3. The manufacturer's engineers shall devote, as a minimum, the full time specified in the installation and operation shall be at the expense of the Contractor. The manufacturer's representatives shall sign in and out in a book kept by the Engineer on every occasion they are on the site and shall indicate time of arrival and departure.

4. Be available to check equipment operation and maintenance procedures, when required by the County, throughout the guarantee period of the equipment.

H. Equipment Manufacturers Certification:

As a condition precedent to acceptance of equipment installed and operating, the Contractor will provide the County with written certification obtained from each company's manufacturing equipment for the Project that the equipment is installed and does operate in accordance with the specifications and manufacturer's recommendations.

I. Substitutions:

1. Unless otherwise specified, all materials and equipment incorporated in the work under these Contracts shall be new.

2. Whenever specific references are made in the Specifications, to manufacturer's or brand names, the intent is to establish a standard of type, quality and function of the required material or equipment, at least one will include a specific catalog number or other identifying designation. The products of the other listed manufacturers must in the opinion of the Commissioner, be equivalent to the product material essentially meeting the standards of the referenced manufacturer or other Specification requirements shall not relieve the Contractor of responsibility for providing materials complying with such requirements. The fact that manufacturer's name are specified for any item shall not be construed as implying that such item need not comply with any additional performance, construction or other requirements specified for the item. In all cases, the Specifications requirements shall take precedence over the manufacturer's standard.

3. Requests for substitutions of equipment or materials shall be made in accordance with the time conditions stipulated in General conditions, Article GC-14, "Contractor Submission". This period for submitting requests will be strictly enforced. Such requests shall conform to the following requirements:

   a. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Commissioner to determine if the proposed substitution is equal.

   b. Contractor shall submit certified test, where applicable, by an independent laboratory attesting that the proposed substitution is equal.

   c. A list of installation where the proposed substitution is equal to the specified piece of equipment or materials.

   d. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the County.

4. Request for substitutions after the period stipulated in General Conditions, Article GC-14, "Contractor Submissions", will not be accepted for evaluation except in case of strikes, discontinuance of manufacturer or other reason deemed valid by the Commissioner whereby the specified products or those approved are unobtainable. In such case the Contractor shall provide substantial proof that the acceptable products are unavailable.

5. Where the approval of a substitution requires revisions or redesign of any part of work including that of other contracts, all such revision and redesign and all new drawings and details required therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to the approval of the Commissioner.

6. In the event that the Engineer is required to provide additional engineering services, then the Engineer's charges fro such additional services shall be charged to the Contractor by the County in accordance with the requirements of the General Conditions, Article GC-18, "Contractor Costs for Engineering Services".

7. Any modification in the work required under other contract to accommodate the changed design will be incorporated in the appropriate Contracts and any resulting increases in contract prices will be deducted by the County from payments otherwise due the Contractor who initiates the changed design. In all cases the Commissioner shall be the judge as to whether a proposed substitution is to be approved. The Contractor shall abide by his decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written approval of the Commissioner.

8. In making request for substitution, contractor represents that:

   a. Contractor has investigated proposed substitution, and determined that is equal to or superior in all respects to the product, manufacturer or method specified.

   b. Contractor will provide the same or better warranties or bonds for proposed substitution as for product, manufacturer or method specified.

   c. Contractor waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.

   d. Contractor shall have and made no claim for any extension of time or for damages by reason of the time taken by the County and Engineer in considering a substitution proposed by the Contractor or by reason of the failure of the County and Engineer to approve a substitution proposed by the Contractor. Any delays arising out of consideration for an approval of a substitution shall be the sole responsibility of the Contractor requesting that substitution and he shall arrange his operations to make up the time lost.

9. Proposed substitutions will not be accepted if:

   a. Acceptance will require substantial revision of contract Documents.

   b. They will change design concepts or Technical Specifications.

   c. They will delay completion of the work, or the work of other Contractors.

d. They are indicated or implied on a Shop Drawing and are not accompanied by a formal request for substitution from Contractor.

10. Only those products originally specified and/or added by approved requests for substitutions submitted in accordance with the preceding paragraphs may be use in the work. Whenever requests for substitutions are approved, it shall be understood that such approval is conditional upon strict conformance with all requirements of the Contract and further subject to the following.

a. Any materials or article submitted for approval in accordance with the above procedure must be equal, in the sole opinion of the Commissioner, to the material or article specified. It must be readily available in sufficient quantity to prevent delay of any work, inspection or tests; it must be available in a reasonable equivalent range of colors, textures, dimensions, gauges, types and finishes as the material or article specified; it must be equal to the specified item in strength, durability, efficiency, serviceability, compatibility with the design and not necessitate design modifications by the Engineer; its use must not impose additional work, or require changes in the work of any other Contractor without the written agreement of such Contractor. Availability of spare parts shall be assured for the useful life of the Project.

b. Request for all substitutions shall be accompanied by all information needed for the Commissioner to make an evaluation, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.

c. The Commissioner reserves the right to disapprove, for aesthetic reasons any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.

d. All requests for substitutions of materials or other changes from the Contract requirements shall be accompanied by an itemized list of all other items affected by such substitution or change. The Commissioner shall have the right, if such is not done, to rescind any approval for substitutes or changes and to order such work removed an replaced with work conforming to requirements of the Contract, all at the Contractor's expense, or to assess all additional costs resulting from the substitution to the Contractor.

11. Approval of a substitution will not relieve contractor from the requirement for submission of Shop Drawings or any of the provisions of the Contract Documents.

J. Deviations:

1. Within ten (10) days after the Notice to Proceed, requests for deviations from the contract Documents and the reasons therefore may be proposed to the Commissioner. This period fro submitting requests will be strictly enforced. The Contractor waives all claims for additional costs or extension of time related to proposed deviations that subsequently may become apparent.

2. Deviations shall mean the departure by the Contractor from the performance of his work in accordance with the Contract Documents.

3. In all cases the Commissioner shall be the judge as to whether a proposed deviation is to be approved. The Contractor shall abide by his decision when proposed deviations are rejected and shall in such instances perform the work in accordance with the meaning and intent of the Contract Documents.

4. Any delays arising out of consideration for an approval of a deviation shall be the sole responsibility of the Contractor, and he shall arrange his operations to make up the time lost.

GC-18 CONTRACTOR COSTS FOR ENGINEERING SERVICES

A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the County.

B. Structural design shown on the Drawings is based upon the configuration of and maximum loading for major items of equipment as indicated on the Drawings and specified. If the equipment furnished differs from said features, the Contractor shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer's charges in connection therewith.

C. The Contractor shall respond to required submittals with complete information and accuracy to achieve required approvals within three (3) submissions. All costs to the Engineer involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be back charged to the Contractor, at the rate by deducting such costs from payments due for Work completed. In the event an approved item is requested by the contractor to be changed or substituted fro, all involved costs in the reviewing and approval process will likewise be back charged to the Contractor unless judged by the Engineer that the need for such deviation from previously approved data is beyond the control of the Contractor.

GC-19 INSPECTION AND TESTING

Inspection shall be as specified in the Agreement, Article V, "Inspection", and as hereinafter stipulated.

A. Testing Laboratory Services:

1. General

a. The County will perform all tests including but no limited to: Concrete slump, concrete cylinder, concrete materials, concrete air content, soils density test, and paving materials. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and allow adequate time for laboratory tests by the County. The collection, filed preparation and storage of filed samples and test specimens shall be as directed by the County and Engineer, and shall be the responsibility of the Contractor.

b. Test performed by the County shall not relieve the Contractor from the responsibility of supplying certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.

c. The County reserves the right to test any and all materials being manufactured expressly for this Project, offered to be furnished or delivered at the Site, or installed in place.

2. Test Reports:

a. During the progress of the Work, two (2) copies of all test reports shall be submitted directly to the Engineer from the testing laboratory, as they are completed, with a copy sent to the Contractor.

b. Each test report shall be signed and certified by a responsible officer of the testing laboratory.

3. Significance of Tests:

Test results shall be binding on both the Contractor and the County, and shall be considered irrefutable evidence of compliance or noncompliance with the Specification requirements, unless supplementary testing shall prove, to the satisfaction of the County, that the initial samples were not representative of actual conditions.

4. Supplementary and Other Testing:

The Contractor may conduct additional tests as he may require. Should the Contactor at any time request the County to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the County. Testing of this nature shall be conducted at the Contractor's expense.

B. Water tightness of Structures

1. General

a. It is the intent of these Specifications that all concrete Work, sealing Work around built-in items and penetrations be performed as required to insure that:

(1) Groundwater, surface water and water or liquids in liquid retainment structures will not intrude into any structures, chambers, manholes, equipment rooms, pipe galleries, habitable areas or other generally dry areas.

(2) Leakage in process tankage or other liquid retainment structures do not exfiltrate through to the exterior.

b. The required water tightness shall be achieved by quality construction, proper sealing of all joints and penetrations and repair of existing joints and penetrations.

c. Each unit shall be tested separately and the leakage tests shall be made prior to backfilling and before equipment is installed. Only potable water shall be used for the tests unless specified otherwise.

d. The Contractor shall provide at his own expense all labor materials, temporary bulkheads, pumps, water measuring devices, etc. necessary to perform the required tests unless specified otherwise.

2. Built-in Items and Penetrations

a. All pipe sleeves, built-in items and penetrations shall be sealed as detailed and as required to insure a continuous water tight seal.

b. Penetration through built-up roofing areas shall be made prior to application of the built-up roofing utilizing suitable sleeves and flashings as required. If roofing surfaces are penetrated after roofing has been applied, the waterproofing integrity shall be restored by the roofer and paid by the Contractor responsible for the penetration.

3. Enclosing structure

a. All underground structures enclosing operational and other dry areas to be constructed under this Contract shall be repaired by the Contractor where there are visible internal signs of leakage. Particular attention to this matter is required when dewatering activities are terminated and the groundwater table returns to natural levels.

b. If required, such Work shall be performed on exterior surfaces of the structures and shall include the necessary excavation, sheeting, dewatering, repair, backfill, etc., associated with the repair.

4. Leak Repair

The Contractor shall perform remedial work required to eliminate or reduce leaks to allowable amounts per the Specifications, if the Contractor fails to comply, the County shall have the authority to have these leaks repaired by other. The cost of repairs, by others, shall be deducted from monies due or to become due to the Contractor.

C. Filed Testing of Equipment:

1. General

All equipment shall be set, aligned, assembled and tested in conformance with the approved Shop Drawings, manufacturer's drawings and instructions, and as indicated in the Specifications.

2. Field Tests

a. Upon completion of the installation, and at a time approved by the Engineer equipment shall be tested by operating it as a unit with all related piping, ducting electrical control and mechanical operations.

b. All costs in connection with such test including all materials, equipment instruments, labor, etc. shall be borne by the Contractor.

GC-20 (NOT USED)

GC-21 PROTECTION REQUIREMENTS

The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of this Work, materials and equipment at all times from the start to Final Acceptance of the Work.

A. Protection of Property:

1. The Contractor shall be responsible for the preservation and protection of property on or adjacent to the Work Site against damage or injury a result of this operation under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.

2. In the event of any claims for damage or alleged damage to property as a result of Work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of Work in the vicinity of property adjacent to the Work Site, the Contractor at his own expense shall take such surveys as may be necessary to establish the existing condition of the property. Before Final Payment can be made, the Contactor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

3. The Contractor shall not, except after written consent from proper parties, enter or occupy with men, tools, materials or equipment, privately-owned land except on easements provided herein. In the event that the Contractor has trespassed upon private property in the prosecution of the Work of this Contractor, the County may withhold payment for the value of the claim, but in any case no less than a sum of five hundred dollars ($500) for each incident, until the Contractor has secured a release from the property owner upon whose property the trespass was committed.

4. The Contractor expressly undertakes to place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work.

B. Open Excavations:

1. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridge and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the County. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street, and requiring that the trench shall not remain open overnight.

2. The Contractor shall take precautions to prevent injury to the public and County personnel due to open trenches. All trenches, excavated material, equipment or other obstacles which could be dangerous to the public and County personnel shall be well lighted at night.

C. Fire Protection:

1. Contractor shall take all necessary precautions to prevent fires at or adjacent to the Work, buildings etc., and shall provide adequate facilities for extinguishing fire which do occur. No burning of trash or debris will be permitted.

2. When fire or explosion hazards are created in the vicinity of the Work as result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the Nassau County Fire Marshall and the Engineer of such hazards. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshall and the Engineer to prevent the occurrence of fire or explosion.

D. Chemicals:

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of the EPA and other recognized certifying Agencies. Use of all such chemicals and disposal of residues shall be in strict conformance with regulatory requirements.

E. Explosives:

Use of explosives is prohibited unless approved by the County

F. Protection of Persons:

The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to person on, about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workman and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, trenches, and other excavations, and falling materials and he shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidence. The name and position of any person so designated shall be reported to the Engineer by the Contractor. The person so designated shall be available by phone during non-working hours.

G. Contractor's Right to Act:

1. In case of an emergency which threatens loss or injury of property and / or safety of life, the Contractor will be allowed to act, without previous instruction from the County, in a diligent manner. He shall notify the County immediately thereafter.

2. The amount of reimbursement claimed by the Contractor on the account of any emergency action shall be determined in the manner provided in the Agreement, Article XXII, "Extra Work."

GC-22 ACCESS ROADS AND PARKING AREAS

A. Access Roads:

1. Not applicable.

B. Maintenance of Traffic:

1. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the contactor's operations cause traffic hazards, he shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the County.

2. Detours around construction will be subject to the approval of the County. Periods when traffic is being detoured will be subject to approval of the County.

3. Request for road closings or detours shall be submitted to the County for approval a minimum of seven (7) days prior to the proposed closing or detour. Requests shall be accompanied by a schedule indicating the duration of closing or detour.

C. Parking Areas:

Parking of vehicles shall be in accordance with local parking laws in the area of each work site. Overnight parking of equipment on local streets is prohibited unless permission is granted by the County. Park only in area which will not create a nuisance to traffic or local residences and businesses.

D. Restoration:

At the completion of the Work, the surfaces of land used for access roads and parking areas shall be restored by the General Construction Contractor as per the requirements of the Contract Documents. In the absence of specific requirements, the general Construction Contractor shall restore the surfaces to their original condition.

GC-23 TRAFFIC REGULATIONS

A. The Contractor shall obey all traffic laws and comply with all requirements, rules and regulations of the New York Department of Transportation and local authorities having jurisdiction to maintain adequate warning sings, lights, barriers, etc. for the protection of traffic on public roadways.

B. The Contractor's vehicles and mobile equipment shall adhere to the speed limits posted in the Project area. The General Construction Contractor shall post the necessary speed limit signs.

C. The Contractor shall provide flagmen at junctions of public traffic and Contractor vehicles and equipment.

GC-24 BARRICADES, WARINING SIGNS AND LIGHTS

A. Each Contractor shall provide, erect and maintain as necessary for his Work, storing and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise. Sufficient barricades shall be erected and maintained to keep vehicles from being driven on or into Work under construction.

B. Each Contractor shall provide and maintain such other warning signs and barricades in other areas and around their respective Work as may be required for the safety of all those employed in the Work, operation personnel, or those visiting the site.

GC-25 DUST CONTROL AND SPILLAGE

A. Each Contractor shall take all necessary measures to control dust from his operations and to prevent spillage of excavated materials on roads:

B. Each Contractor shall remove all spillage of excavated materials, debris or dust from roads by methods as approved by the Engineer.

C. The General Construction Contractor shall sprinkle calcium chloride at locations and in such quantities and at such frequencies as may be required to control dust as directed by the Engineer.

GC-26 VERMIN CONTROL

All piping duct, conduit, etc., passing through walls, floors, ceiling and / or other solid construction, shall be sealed to prevent the passage of vermin. Seals shall be made by means of rock wool or other approved inert materials, packed sleeves or other approved construction.

GC-27 FIRST AID FACILITIES

The Contractor shall provide at the Site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the Work.

GC-28 LAYOUT AND LEVELS

A. The location of the work is shown on the plans.

1. The Contractor for General Construction Work shall layout the proposed work correctly and shall be responsible for any damage caused to the County due to incorrect laying out of the Work.

2. The Contractor for General construction Work shall verify all grades, lines, levels, and dimensions as shown on the Drawings and he shall report any errors or inconsistencies in them to the Engineer before commencing Work.

3. The Contractor shall use the bench marks furnished to him by the County.

4. The Contractor for General Construction Work shall employ a licensed surveyor to layout work and give levels to which all measurement shall be referred.

5. Each Prime Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence the Contractor shall be charged with the expense an damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

6. Existing or new control points, property markers, and monuments that will be or are destroyed during the normal course of construction shall be reestablished by the General Construction Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the Work shall be made and preserved by the General Construction Contractor.

7. The Engineer may check all or any portion of the Work and the General Construction Contractor shall afford all necessary assistance to the Engineer in carrying out such

checks. Any necessary corrections to the Work shall be immediately made by the General Construction Contractor. Such checking by the Engineer shall not relieve the General Construction Contractor of any responsibilities for the accuracy or completeness of his Work.

B. All other Work:

Each Contractor is responsible for layout of his Work including but not limited to substructures, foundations, manholes, utility lines, equipment pads based upon the reference lines and grades established herein.

1. Contractor shall keep neat legible notes of all measurements and calculations made by him while surveying and laying out the Work.

2. Two copies of all notes and other records shall be furnished to the County monthly. Furnish complete notes upon final completion.

GC-29 CUTTING AND PATCHING

A. Contractor Requirements

1. The Contractors shall perform all cutting and patching necessary for the Work of the Contract in accordance with the requirements of the Drawings and Specifications. Work performed by another contractor shall not be cut or altered without the approval of the Engineer.

2. Before doing any cutting, the Contractor shall obtain the approval of the Engineer as to the location, size and method of making such openings.

3. All cutting, rough patching and finish patching as defined by the Engineer will be performed by each respective Prime Contractor.

4. All cutting shall be performed in such a manner as to limit the extent of patching.

5. All patching shall be done in a manner to match the surrounding existing surfaces as closely as possible.

6. All painted surfaces which are patched shall have the patch painted to match the existing wall surfaces as closely as possible. The Engineer shall be the sole judge of the color/texture match of finish.

7. All holes cut through concrete walls or slabs shall be core drilled unless otherwise specified or shown. Prior to core drilling, Contractor shall drill sufficient number of small exploratory holes to establish that the areas to be core drilled is free of existing embedded conduits. No structural members shall be cut without approval of the Engineer and all such cutting shall be done in a manner directed by him. No holes, except for small screws, may be drilled in beams or other structural members without obtaining prior approval. All work shall be done in a neat manner by mechanics skilled in their trades and as approved.

8. Contractors shall install sleeves for their Work for all pipes and conduits passing through any wall or floor slabs.

B. Errors and Omissions

Details and procedures are as stipulated in Paragraph A of this Article. Contractor responsible for error or omission will be responsible for all costs associated with cutting and patching.

GC-30 OPENINGS AND CHASES

A. Each respective Contractor shall provide all openings and chases in his Work to fit his own Work. All such openings or chases shown on the Contract Drawings, or reasonably implied thereby, or as confirmed or modified by Shop Drawings approved by the Engineer, shall be provided by the Prime Contractor who requires the work.

B. Where equipment frames or supports are to be installed as integral parts of an opening, the opening frames or supports shall be furnished and installed by the Contactors installing the equipment.

C. When required by the Progress Schedule or requested by the General Construction Contractor, the Contractor installing the equipment frames and supports and Contractors who require openings or chases in slabs and walls for passage of ducts, mounting of equipment, etc. shall furnish all necessary information and instruction of the required openings, chases, frames, etc. When such items are secured in position by the installing Contractor and just prior to construction of the surrounding slab or wall, the installing Contractor shall ascertain the proper number, locations and settings thereof; an the General Construction Contractor shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.

D. Any cost resulting from correction of defective, ill- timed, or mislocated Work, or for subsequent Work which becomes necessary because of omitted openings, chases, frames etc., shall be borne by the Contractor responsible therefore. To this end, no Contractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the Work of another Contractor. The nature and extent of any corrective or additional Work shall be subject to the approval of the Engineer following consultation with the Contactor involved.

GC-31 SLEEVES, INSERTS AND WALL CASTINGS

Each Contractor shall furnish and install in place, conduits, outlets, piping sleeves, boxes, inserts, other materials and equipment necessary to be built into Work to be performed by the Contractor for General construction as soon as the requirements of the Progress Schedule require them. All Contractors shall cooperate fully in connection with the performance of the above Work, as cutting into new Work is neither contemplated nor will it be tolerated.

In the event timely delivery of sleeves or other materials cannot be made, if approved by the Engineer, and to avoid delay, the affected Contractor shall arrange to have boxes or forms set at location where piping or other material is to pass through or in slabs, walls or other Work. Upon subsequent installation of sleeves or other material, the General Construction Contractor shall fill around them with materials as required by Contract or by the Engineer. Necessary expenditure incurred for boxing out or filing shall be borne without extra costs to the County by Contractor or Contractors responsible therefore.

GC-32 SCAFFOLDING, RIGGING AND HOISTING

Each Contractor shall furnish all adequately designed scaffolding, rigging, hoisting and services necessary for erection and delivery or removal of any equipment and apparatus under his Contract.

The Contractor shall remove same for Work involved when no longer required. Each Contractor involved in this type of activity shall take all precautions to prevent accidents or damage to persons or property about the Work involved and shall erect and maintain proper warning signs and guard rails.

GC-33 CLEANING

A. Rubbish Removal and Cleaning:

The General Construction Contractor shall remove from the Project, and dispose of, all debris and rubbish resulting from the Work of all Contractors, at least once a week and more often if same interferes with the Work under any contract, plant operations or presents a fire hazard. All debris and rubbish shall be removed from the County property and legally disposed of. Each Contractor shall be responsible for consolidating all debris and rubbish resulting from his Work to one location in his work area. During course of demolition or new construction, the General Construction Contractor shall maintain and keep free of debris or building material all required egress in accord with Fire Safety Regulations and the Nassau County Fire Commission.

B. County's Right to Clean:

Should the Contractor fail, refuse or neglect to remove rubbish and waste materials and temporary Work or clean the building and premises as required herein, then the County may or shall, without obligation to do so, remove and dispose of the said rubbish, waste materials and temporary work, clean the building and premises and deduct the cost thereof from any money due, or to become due, the Contractor under this Contract.

GC-34 (NOT USED)

GC-35 OPERATION AND MAINTENANCE MANUALS

County requirements stipulate time limitations for submittals and approval of operations and maintenance manuals. See Division 1, Special Conditions of the Technical Specifications, for specific requirements.

GC-36 RECORDING DRAWINGS

The County shall furnish to each Prime contractor a set of Mylar reproducible of the Contract Drawings for his Contract.

Each Prime Contractor shall maintain in the construction office at the job a set of prints of the Contract Drawings. A daily record in red pencil shall be kept on these prints of the Work installed and all modifications or changes therein. This set of prints shall be available at all times to the Engineer for inspection.

During the progress of the construction, each Contractor shall transfer once each month all information from field prints to the tracings and submit to the Engineer with his monthly payment request, two (2) prints of the tracings showing the Work completed and highlighting the change made. When roughing is completed, it must be shown. The use of approved shop drawings for record drawings is not acceptable.

Upon completion of all Work each Contactor shall complete the Mylar reproducible and sign them indicating that the Work was installed as shown. One set of paper print shall be submitted to the Engineer for review and acceptance. Upon receipt of the Engineer's acceptance, the Contractor shall submit the Mylar reproducible and one set of paper prints stamped "Record Drawings of

Work as Built", stamped and certified and also provide on CD, format as required by the County, computer files of the Record Drawings.

The submittal of Record Drawings acceptable to the Engineer as specified herein, shall be a condition precedent to payments to the Contractor that may otherwise be then due.

GC-37 PHOTOGRAPHS

A. The General Construction Contractor shall engage the Services of an experienced photographer, approved by the Commissioner, to take job photographs. The photographer will be required to take preliminary photographs of the site prior to the commencement of work as directed by the Engineer. Subsequent photographs as determined by the Engineer shall be taken during the construction phase. The price bid shall be based on the following:

1. The Photographer shall visit the site and take photographs as directed by the Engineer as the work progresses.

2. Taking of a total of one hundred fifty (150) color photographs, on a monthly frequency basis; for the purpose of this section, a photograph shall be defined as one exposure. The Engineer shall have the right to reject any photograph that is not clear or definitive. Any photograph so rejected shall be subtracted from the total exposure before computations for payment for credit under this section.

3. Supplying three (3) prints and one (1) negative of each photograph. In the event that less than one hundred fifty photographs are required, the Contractor shall credit the County Fifteen Dollars ($15.00) for each photograph under one hundred fifty photographs.

   Should more than one hundred fifty photographs be required, the Contractor will be paid Twenty Dollars ($20.00) for each photograph over one hundred fifty photographs.

   Three 8" x 10" glossy prints and 4" x 5" negatives of the photograph shall be submitted to the Engineer with the Contractor's monthly estimate. The prints shall be mounted on cloth with a flap for binding and shall have indelibly printed on their reverse side of the following:

   Project Name:_____
   Photo Number:_____

   View and description, indicating location of camera, general description of what photograph represents and whether this is a preliminary or construction photograph.

   The Contractor shall also furnish three hard-back binders to hold all three sets of prints.

   No separate payment will be made for job photographs; payment shall be included in the lump sum bid for the General Construction Contract.

GC-38 PROJECT CLOSEOUT

Division 1, Special Conditions, and other provisions of the Technical Specification stipulate requirements for Project closeout. Items such as finial cleaning, lubrication survey, spare parts and special tools, equipment start-up services and other items specified are included. Final Payment will be contingent on each Contractor complying with these requirements.

GC-39 (NOT USED)

GC-40 (NOT USED)

GC-41 NOTIFICATION OF SUBCONTRACTOR

Each Prime Contractor and Subcontractor shall include by reference the EEO clause and applicable bid Conditions in all advertisements or other solicitations for bids, and shall include the EEO clause and applicable Bid Conditions in all contracts.

GC-42 JURISDICTIONAL DISPUTES

It shall be the responsibility of the contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any Work stoppages due to jurisdictional disputes. The basis for subletting Work in question, if any, shall conform to precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, date June 1973 including any amendments thereto.

END OF SECTION

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NASSAU COUNTY TRAFFIC SIGNAL MAINTENANCE
SPECIFICATION CONTRACT NO. T6225005M
DIVISION I - GENERAL

A. Purpose

1. Scope of Work

The purpose of this Specification is to set forth the minimum requirements for the maintenance of all Electrically/Electronically operated Traffic Control devices during a period of twenty four (24) months, with an optional one-year extension approved by the Commissioner of Public Works from about January 1, 2021 0001 hours to December 31, 2023 2400 hours.

2. Funding

The funding for this Contract shall be taken from the authorization appropriated in the 2021 approved budget together with those amounts which shall be appropriated in the approved budgets for the succeeding years, during the term of this Contract.

B. Contractor Experience and Requirements

1. The proper operation of traffic signals is of a critical public safety nature. Prospective bidders must have at least three (3) years of satisfactory experience and demonstrate management ability in the actual operation, maintenance, modification, and installation of a considerable number of types of complex traffic control equipment.

2. In addition to the requirements outlined in "Instruction to Bidders" of this Contract, the low bidder may be required to complete a Traffic Signal Experience Questionnaire supplied by the County, that will include the following questions:

a. A list of all traffic signal contracts <u>completed</u> within the past three years, including dollar amounts.

b. A list of the traffic signal equipment in stock such as spare controller equipment, signal parts, and all other equipment. It is noted that there are time requirements to complete construction, emergency and maintenance work in the contract, and it is vitally important that these parts and equipment be in stock in order that the Contractor can comply with these requirements and to adequately insure the public safety.

c. A list of traffic signal technical personnel who will be performing the supervision, maintenance, modification, bench and other necessary work.

C. Area of Coverage

1. The area of coverage for this Contract shall include, but not be limited to, all items in this Contract under the jurisdiction of the Division.

2. The County of Nassau reserves the right during the term of this Contract to increase or decrease or eliminate an item of coverage, and the Contractor is hereby advised that he will receive no additional compensation other than the unit prices as expressed in the Contract for such addition or deletion.

D. Work Included

The work includes the furnishing of all transportation, labor, materials, signs, equipment, parts, tools, and appurtenances required to perform the work in accordance with this Contract. A listing may be obtained at the Division showing intersections and locations where traffic control devices, and other equipment are to be maintained.

E. Definitions

The following definitions are in addition to the definitions as described in the AGREEMENT:

1. Central Computer (TMC) and Ancillary Equipment

Electronic device used to supervise the split, offset and cycle length of traffic signal controllers in systems. The central computer and ancillary equipment is located at the TMC Computer Center - D.P.W. – Division of Engineering/Traffic Engineering Unit, 1194 Prospect Avenue, Westbury, New York. The maintenance of these units shall be by a contractor, other than this contract.

2. Contractor

The individual, firm or corporation undertaking the execution of the work under the terms of the Contract and acting directly or through his, their, or its agents and employees. In this Contract, the "Contractor" shall be the electrical contractor performing all traffic control electrical/electronic work at on-site field locations.

3. Controller

The mechanism used to time and control the indications of traffic signals, including the cabinet, terminals, wiring, switches, cabinet relays, auxiliary equipment and all other parts, except time clocks, detectors and amplifiers, and special timing units as designated in Division 2, Item 1.

4. Direct Labor Cost

(As applied to Division 2, Section 3, Time and Materials) shall be the current prevailing base labor rate schedule for electricians in the Nassau County area as verified by the New York State Department of Labor plus a seventy percent (70%) supplement. This 70% supplement shall cover all fixed, variable and other direct labor costs of the Contractor. The above 70% supplement shall not change for the duration of this contract. Any changes to the base labor rate during the duration of this contract, shall be verified by the New York State Department of Labor before payment can be made. Supplement percentages for the subcontractor's personnel will be computed and verified by the Department.

5. Division

Division of Engineering, Traffic Engineering, Traffic Signal Construction & Operations Unit, Department of Public Works, Nassau County.

6. Electrically Operated Traffic Control Devices

All traffic control signals, pedestrian control signals, floodlights, signs, and all other illuminated devices whose maintenance is the responsibility of the Division.

7. Field Telemetry Unit

An electronic device used to receive and transmit messages between the central computer and ancillary equipment and the local traffic signal controller. This unit may be located within the confines of the traffic signal controller cabinet. The maintenance of these units shall be by a contractor, other than this contract.

8. Floodlight

A high output lamp or lamps including fixtures, switches, and switch boxes; the principal function of which is the illumination of policemen directing traffic.

9. Foundation and Pole

A concrete base and metal or wood poles used primarily to support an illuminated traffic control device and/or signal control equipment. Wood poles maintained and owned by utility companies are not included in this definition.

10. Hourly Rates

(As applied to Division 2, Section 3, Time and Material) shall indicate the current direct labor cost for those personnel that modify, construct, remove or install traffic control devices.

11. Local Receiver Units

An electrical device used to transfer the message from the local master controller to the traffic signal controller. This unit is located within the confines of the traffic signal controller cabinet.

12. Local Master

An electrical device used to supervise the split, offset and cycle length of traffic controllers in a hardwired coordination system. This device is field located on or near the artery it is controlling.

13. Maintain, Maintaining, Maintenance

These terms shall include, in addition to other work specified, the following:

a. The periodic inspection of all traffic control devices under the "Routine Maintenance and Inspection Program."

b. The repair or replacement of any defective or worn out traffic control device, electrical, electronic, mechanical or electro-mechanical component, part, unit or equipment.

c. The repair and adjustment of all wiring connections, cables, timing, and any other work required for establishing accurate and efficient operation of traffic control equipment.

d. The installation of functionally operating temporary equipment following damage or malfunction to any equipment for traffic control whose responsibility rests with the Division. Including all necessary

temporary electric power, if directed, until the permanent equipment can be restored to normal electric service.

e. The continuance of a regularly scheduled group relamping/inspection program.

f. The initial response to all reports of damaged equipment and the securing off the area until such time as repairs commence under the Time and Material portion.

14. Materials and Equipment

(As applied to Division 2, Section 3, Time and Material) are those physical components and equipment that are furnished and/or installed as required for the completion of the work. The cost of the materials shall be the net cost to the Contractor, including all discounts multiplied by the amount bid for material in this contract. Proof of material and equipment costs shall be required when cost of item exceeds one hundred dollars and may be required if cost is less than one hundred dollars. Material used on a T&M shall be separate from equipment supplied under this provision. Material or Equipment supplied shall be identified by the County as such as RM – Request Material, and the Contractor shall supply this equipment/material to the County. The cost of this equipment under the RM item shall be the net cost to the Contractor, including all discounts, multiplied by 5%. The Contractor shall have no recourse if this equipment supplied under RM is later installed by the Contractor under the appropriate T&M items to claim additional payments for material percentages under this provision.

15. Miscellaneous Devices

Devices not included in other categories, such as Advance Warning Signs and Signals; Flashing Traffic Signals; Flashing Warning Signs, RRFB (Rectangular Rapid Flashing Beacons), Sensor and Sensor Stations including sensor loops & sensor loop amplifiers but not field telemetry units or computer cable located at the sensor station; Counting Stations; Speed Awareness Devices & Signs, Cable Terminal & Splice Cabinets; and Computer Terminal & Splice Cabinets but not the computer cable, lightning protection, computer signal amplifiers and fiber optic modems that may be in those cabinets.

16. Overhead

(As applied to Division 2, Section 3, Time and Material) shall include the following expenses of the Contractor and/or subcontractor, and shall be deemed to include all costs other than direct labor cost, material and profit percentages:

a. All transportation costs; including vehicles, rental charges, fuel, repair and incidentals, except subcontractor's transportation costs and rental charges.

b. All other equipment except subcontractor's equipment.

c. Office personnel

d. Supervision - including transportation

e. Insurance

f. Office Expenses - including light, heat, power, rent and office equipment.

g. Communications Equipment

h. Any remaining Direct Labor Cost not covered by other provisions.

17. Overtime

Overtime paid by the Contractor on emergency time and material work, as ordered by the Division, will be computed for the total direct labor cost actually paid by the Contractor and shall be listed separately from other time cost. All overtime shall be verified and approved by the Division. The normal working hours for this contract will be 8:00 A.M. to 4:30 P.M., Monday through Friday, except all legal holidays.

18. Pedestrian Pushbutton Assembly

A device used by pedestrians for the purpose of actuating a controller; including pushbuttons, housings, sign assembly and all other parts, including audible, latching and visual parts.

19. Pedestrian Signals

Devices used to indicate street crossing intervals to pedestrians by the illumination of messages reading "Walk", "Don't Walk," international symbols or other similar messages including audible signals; and includes the housing, visors, access doors, transformers, symbolic L.E.D. modules, symbolic L.E.D. countdown modules, APS modules, gaskets, wiring, and all other parts.

20. Relay

A relay assembly in a cabinet, to provide special functions as called for on the sequence chart, including all terminals, wiring, switches and all other parts.

21. Routine Maintenance

Work items that shall be performed regularly to insure that traffic signal equipment will continue to operate efficiently and safely.

22. Sign, Illuminated

A sign assembly primarily used for lane control, advance warning, and/or turn prohibitions. Burnouts of lamps to be replaced as they occur.

23. *Street Light*

A device used to illuminate the roadway including the fixture, fuse, pole, base, and wiring.

24. Subcontractor

Any individual, firm or corporation to whom the Contractor, with the written consent of the Department, sublets any part of the contract. In this Contract, a subcontractor may only perform non-electrical work on traffic control devices, or designated work on non-traffic signal jobs.

25. Supports

All structural parts, such as span wire, mast arms, hangers, brackets, clamps and parts thereof, used to support traffic control devices.

26. Time Base Coordinator

An electronic device used to supervise the split, offset and cycle length of a traffic controller in a non-interconnected system. This unit is located within the confines of the traffic signal controller cabinet.

27. Traffic Control Device

All traffic signals, traffic signs, street lights, floodlights, and other devices erected or placed on or adjacent to a highway or street, which said devices are under the jurisdiction of the County of Nassau for the purpose of regulating, warning, or guiding traffic.

28. Traffic Signal Face

A traffic signal face is that part of a traffic signal head provided for control of traffic approaching from a single direction and includes any arrows or pedestrian indications provided (e.g. the red, yellow AND green or R,Y,G and Green Arrow).

29. Traffic Signal Heads

One or more traffic signal faces mounted together and used to control traffic by the illumination of colored lenses, including the housing, visors, doors, sockets, lamps, reflectors, lenses, modules, gaskets, wiring, hangers, backplates and all other parts.

30. Traffic Signal Section

A traffic signal section is that part of a traffic signal face consisting of an assembly of a lens, reflector, lamp, lamp socket and housing, or an L.E.D. module and housing, with the necessary supporting parts to be used to provide a single signal indication (e.g. the red, the yellow, the green arrow or pedestrian indication, etc.).

31. Unscheduled Maintenance

Emergency repairs which occur as the result of equipment failure or damage, and shall include all work required to restore a traffic control installation, system or other equipment under the jurisdiction of the Division, to its original normal operating condition.

32. Vehicle Detectors

All vehicle detection equipment used to detect the presence or motion of a vehicle for actuated units (e.g. relays, amplifiers, magnetic units, power supply, roadway loops, video cameras, pucks, pods, etc.).

F. Apparent Omissions

1. The apparent silence of these specifications as to any detail or the apparent omission of them from a detailed plan concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and

that only the best workmanship and material shall be used. Work not specified but involved in the proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described. Interpretation of these specifications shall be made upon that basis.

2. All schedules, directives, and conditions are subject to change by the direction of the Commissioner, or as ordered by the Engineer.

G. Number of Units

1. Unless otherwise directed in writing by the Engineer, the number of units per item to be maintained for items 1, and 2, shall be those existing at the time the Contract takes effect and corrected each month by letter from the Division. The County reserves the right to delete, increase or decrease the number of units or items. This number shall be used for monthly billing purposes.

2. The number of units shown in the bid schedule are estimates of the number expected to be in service. The actual number of units in service at that time may vary from the estimate and the Contractor will be notified of the correct figure as stated above. From time to time, the County may remove units which will be maintained by a Contractor other than this contract, such as those that are under construction at a given time.

H. Communications Service

1. The Contractor's Communication Center shall receive and record all calls for service originating from the Division, Precincts of the Nassau County Police Department, and other police agencies, and other agencies authorized by Nassau County, but not the general public. The twenty-four hour communication service shall be maintained every day in the year sufficient to insure compliance with the terms of this contract. Each call will be confirmed in writing by the person receiving such a call on a form approved by the Division showing time of call, nature of call, and names of persons transmitting and receiving the calls, (e.g. Log).

2. The Contractor's Communication Center must have a minimum of two phone numbers for incoming calls devoted exclusively to this contract.

3. Immediately after the repair of a malfunctioning traffic signal or other traffic control device, if requested or directed, the Contractor shall notify the desk officer of the police agency within whose boundaries the device is located and inform him of the time, date, and other pertinent information concerning the repair of any such device.

I. Communication with County Personnel

The Contractor shall provide seven (7) each iPhones, 2 of which shall be the latest model with Qi chargers, approved by Nassau County, and a wall charger, a car charger, holster and hands free device for each unit for field communication with the Contractor's Communication Center, including phone, Bluetooth, and internet access; two (2) 4G or better wireless Wi-Fi hotspot unlimited data and two (2) wireless USB air cards unlimited data and the related services to use the hotspots and air cards. The 2 latest model iPhones may be upgraded after 2 years. If the iPhone models are no longer supported by Apple during the term of this contract, then those phones shall be upgraded as well to models that are supported. All maintenance, rental and monthly charges shall be borne by the Contractor. The telephones shall be capable of reaching any other telephone, even on other networks. The cost of the telephones, hot spots and air cards shall be spread over and included in the various contract items of the contract. At the termination of this contract, the telephones, hot spots, air cards and the charging equipment shall be returned to the Contractor.

J. Response To Calls

The Contractor shall report to a site within two (2) hours from the time he is notified that a traffic control device, system or other equipment under the jurisdiction of the Division, requires unscheduled maintenance. The Contractor shall report to a site within twenty-four (24) hours from the time he is notified for non-emergency tree trimming, removal of foreign matter, graffiti removal calls, and pushbutton sign replacement (not signals). If the County deems any of the 24 hour calls an emergency, a two (2) hour response will be in effect. The Contractor's receipt of call shall be considered as when the Contractor's Communication Center or answering service receives the call. The time that the Contractor receives notification from the answering service shall not be considered as "Time of receipt of call."

K. Charging Contractor for Work Performed by Others

When the Contractor fails to perform on-time in response to calls, this work will be subject to being accomplished by other than the successful bidder of this contract, as so ordered by the Commissioner. All direct and indirect costs and expenses related thereto, will be paid by the Contractor, in accordance with the Agreement.

L. Temporary Traffic Equipment

1. When it is found to be impractical to immediately restore or relocate the existing equipment due to malfunctioning equipment, the Contractor shall immediately provide

temporary traffic signal equipment if possible, and maintain same until it can be replaced with the permanent traffic equipment. The Contractor shall provide the temporary traffic signal equipment and necessary temporary electric power, labor, controllers, conflict monitors, cable, wiring, fittings and connections, and other materials or equipment necessary to provide a safe and proper operating condition of the existing traffic control installation. All temporary traffic equipment shall be approved by the Engineer.

2. The Engineer shall be notified immediately of any damaged equipment by the Project Manager or Foreman Only. The Engineer shall instruct the Contractor as to the resolution of the damaged equipment, in order to restore the equipment to its normal operating condition.

3. The temporary controllers shall provide the phasing and sequence as per the permanent County-owned controller. The elimination of turning indications (arrows) or pedestrian signals shall not be approved.

4. Within thirty calendar days, the permanent equipment shall be reinstalled and placed in operation, and the temporary equipment removed. All temporary equipment installed, maintained and removed, shall be at no additional cost to Nassau County. All traffic control equipment forwarded to a manufacturer for repairs, shall not relieve the Contractor of his obligations under this paragraph. Violation of this paragraph shall be just cause to delay any claim for payment until the permanent equipment is repaired and reinstalled.

M. Controller and Timing

1. Timing schedules for the traffic signal control devices at all Nassau County signalized intersections will remain in force as of the first day of this Contract. The controllers shall be kept operating by the Contractor in strict accordance with these schedules, unless notified of modifications the Division requires to be made.

2. Timing schedules found deviating from the established schedules shall be corrected immediately. Excessive and repeated timing schedule deviations in the same controller shall be fully investigated and corrected by the Contractor, and reported to the Division.

3. Nothing herein shall be construed to relieve the Contractor of his obligation to correct electrical/electronic or mechanical trouble in the controller assembly or interconnecting cables (County-owned) at more frequent intervals, if such are reported to him or found by him to be faulty in any respect.

N. Office Equipment

The following equipment shall be furnished to the Division for use by County Personnel in the administration of this Contract, the cost of which shall be included in the various items of the Contract:

1. Computer System Hardware, Software and Supplies

   a. The Contractor shall provide the following computer equipment which shall be furnished and installed as directed, interconnected with existing equipment and maintained at the Traffic Signal Construction & Operations Center: (4) each video detection monitors with mouse or approved equal; (1) each Microsoft Surface Book2 13.5" Tablet with minimum i7 processor, 16gb ram and 512gb SSD with Windows latest version, Microsoft Office latest version (not 365) and Norton Security latest version for 3 years installed; (6) Microsoft Office for Windows 10 or latest version; (6) Acrobat Pro software (latest version); (6) Norton Security Software renewable for 3 years; (3) Halo Pocket Power 20000mAh portable battery with two USB ports or approved equal. All items to be approved by Nassau County. The cost of these items shall be spread over all items being bid in this contract.

   b. The Contractor shall provide the following computer equipment which shall be furnished and installed as directed, interconnected with existing equipment and maintained at the Traffic Signal Construction & Operations Center: (1) each – HP Enterprise M775f Printer including (1) HP JetDirect Card or approved equal including toner and all cables. The cost of these items shall be spread over all items being bid in this contract.

The County may use this equipment for any official business of the Division and shall include all cables and toner cartridges.

   c. The Contractor will be responsible for all necessary supplies, telephone lease line, disks, toner cartridges, ink jet cartridges, printer ribbons, Li-ion camera batteries, maintenance and service on the County's existing computer system, printers, software and fax

machines, and new equipment supplied and installed, including software.

d. The Contractor shall provide replacement equipment due to breakdown, damage, or theft within ten working days. A list of equipment will be furnished to the Contractor upon request.

e. The Contractor will be responsible for having their own computer system complete, that is PC compatible (486 or higher), Windows compatible, with 80 MB (min.) hard drive, printer and internet access, capable of running a County-supplied Traffic Signal Maintenance Program. The Contractor must use this system for all correspondence and record keeping required in this contract. To include: Daily work orders, controller reports, manpower reports, weekly schedules, painting lists, relamping, billing, etc.

The Contractor must maintain a parallel database to the County's database and retain the database for a period of seven years.

Upon issuance of the "Completion Certificate," all items supplied under Items 1a, 1b, 1c and 1d will become the property of the Division.

EQUIPMENT – Item 6

In addition to the above equipment in paragraph N, the following equipment shall be furnished to the Traffic Signal Construction and Operations Unit for use by Nassau County personnel in the administration of this contract.

It is expressly understood and agreed that the foregoing bid is the basis for establishing the amount of the bid security on this proposal and includes the following allowance:

$90,000 for the purchase of computer hardware, computer equipment, monitors, portable dash cameras, speed trailers, copying equipment, printers, associated software, and related equipment, which will be selected by the County during the contract period. Payments to the Contractor will be strictly on the basis of manufacturer's or supplier's invoices plus 5%, delivered and unloaded at the County Traffic Signal Construction & Operations Shop. If the cost of the equipment exceeds the $90,000 allowance, the Contractor will be paid the increased amount based on

invoices. The equipment shall be delivered within forty five (45) calendar days after selection. Payment will be made under Division 2, Item 6.

Upon issuance of the "Completion Certificate," all items supplied under Equipment – Item 6 will become the property of the Division.

O. Vehicle Detector Inspection

The Contractor shall perform routine inspection of all traffic signal detectors and pedestrian pushbuttons on a form approved by the Division. This form will be submitted every ninety (90) days with the claim for all locations. All detectors and pedestrian pushbuttons shall be inspected once in a ninety (90) day period by precinct and a report submitted. An entry shall be made on the intersection record card at the time of inspection. Any defective detectors or pushbuttons shall be repaired at the time of inspection. Any damage shall be reported to the Engineer. In addition to the form submission, the set of inspections must be copied and transmitted to the County as a PDF computer file.

P. Contractor's Stock Facility

1. The Contractor shall maintain in inventory of stock, a complete stock of repair and replacement parts for use in the operation of electrical/electronic traffic control devices, including complete units or parts, necessary to comply with the terms of this contract. This stock shall be a three (3) months' supply to insure strict compliance with the requirements of this specification.

2. The County will not be responsible for furnishing any parts under this Contract unless otherwise specified in this specification.

3. All replacement parts or components shall be new and equal to the original part or component replaced. If the Contractor replaced a defective component or part with anything but the same manufacturer's make, model, quality, etc., he shall first receive permission from the Engineer.

4. The Contractor's stock facility shall contain the following minimum equipment:

a. Five (5) each - NEMA Two-Phase Traffic Signal Controllers
b. Ten (10) each - NEMA Four-Phase Traffic Signal Controllers
c. Five (5) each - NEMA Eight-Phase Traffic Signal Controllers
d. Thirty (30) each – 2070 Lite Traffic Signal Controllers**

e. Fifteen (15) each – Dual Channel Rack Mount Loop Amplifiers
f. Five (5) each –Rack Mounted Magnetic Detector Amplifiers
g. Five (5) each – Iteris Rack Mounted Video Amps
h. Five (5) each – Autoscope Rack Mounted Video Amps
i. Twenty (20) each - Loop Detector Amplifiers
j. Five (5) each – puck amplifiers
k. Five (5) each – pod amplifiers
l. Five (5) each – Magnetic Detector Amplifiers
m. Two (2) each - Electro-Mechanical Fixed-Time Controllers
n. Thirty (30) each - NEMA Load Relays with Lamps
o. Ten (10) each - NEMA Three-Channel Conflict Monitors
p. Ten (10) each - NEMA Six-Channel Conflict Monitors
q. Five (5) each - NEMA Twelve-Channel Conflict Monitors
r. Ten (10) each - Rack Mounted 2010EClip Conflict Monitors
s. Ten (10) each - Rack Mounted DC Isolation Cards
t. Two (2) each - Rack Mounted AC Isolation Cards
u. Two (2) each – Rack Mounted Latching Pushbutton Cards
v. Fifteen (15) each – 12" Red L.E.D. modules
w. Fifteen (15) each – 12" Yellow L.E.D. modules
x. Fifteen (15) each – 12" Green L.E.D. modules
y. Five (5) each – 12" Red Arrow L.E.D. modules
z. Five (5) each – 12" Yellow Arrow L.E.D. modules
aa. Five (5) each – 12" Green Arrow L.E.D. modules
bb. Five (5) each – 12" Bi-Modal LED arrow
cc. Fifteen (15) each – 8" Red L.E.D. modules
dd. Fifteen (15) each – 8" Yellow L.E.D. modules
ee. Fifteen (15) each – 8" Green L.E.D. modules
ff. Two (2) each – Low Voltage 8" Yellow L.E.D. modules
gg. Fifteen (15) each – 16" x 18" countdown L.E.D. ped modules
hh. Twenty (20) each – 2" Polara Bulldog pushbuttons
ii. Two (2) – Iteris Camera detectors
jj. Two (2) – Autoscope Camera detectors
kk. Two (2) – Pucks
ll. Two (2) – Pods

- The above equipment shall be stenciled with the Contractor's name and the word "spare," with the exception of the L.E.D. modules.
- The L.E.D. modules must be approved by Nassau County.

- The above equipment shall be functionally operational and tested.
- The above equipment must conform to the Nassau County Traffic Signal Specifications, latest edition.

If the L.E.D. module spares, pods and pucks are used in the field as permanent replacements, the Contractor will be required to replenish his spare stock modules to bring him in compliance with the minimum spare equipment as listed above.

**Note: The County has 2070 Lite controllers and auxiliary equipment installed in the field at this time. It is expected that additional controllers will be installed in the field during the course of this contract, other than by this contract.

Q. Contractor's Communication and Maintenance Center

1. The Contractor shall maintain a Communication Center. The Contractor shall maintain this Center within the County of Nassau. The Center shall include office facilities, adequate shop facilities, and storage area to perform the required work under this specification.

2. Upon issuance of the "Commence Work Order," the Contractor's Communication Center shall be fully equipped with shop facilities including test equipment for the repair of various types of electrical and electronic traffic control equipment.

3. The Contractor's Communication Center shall be equipped with minimum 2 phones or approved equal for communication with field personnel.

R. Shop Facility

1. The Contractor shall have on hand a complete stock of electrical/electronic test equipment within the County limits. This equipment shall be sufficient to insure strict compliance with the requirements of this specification.

2. The shop facility shall include, in addition to other equipment, the following minimum equipment:

a. One (1) each - Portable Oscilloscope with Dual Channel
b. Three (3) each - VOM Simpson Model 260's
c. Test jigs for checking Traffic Signal Controller operation
d. Dummy Signal Load Boards
e. Transistor in-circuit tester
f. 600 Volt Meggar

g. 2070 controller tester
h. Video monitor for video detection check/setup

3. The shop facility shall be available at all times for inspection by the Division.

S. Contractor's Personnel

1. The Contractor shall maintain a sufficient staff of trained maintenance, modification, and emergency repair personnel.

2. The Contractor shall provide adequate supervision, competent in directing the necessary personnel and the required work. Supervisory personnel shall have the authority to act for the Contractor. The names and telephone numbers of these employees shall be submitted to the Division.

3. Due to the complexity of this Contract and public safety requirements, the Contractor shall assign the following minimum personnel to this contract:

a. One (1) Project Manager for supervision, with a minimum of three years' experience in the management of Traffic Signal Maintenance. This position is full-time and the individual shall be on duty, in the County of Nassau only, during normal working hours for this contract. This position may need to be contacted at off-hours due to any emergencies that cannot be handled by any other personnel.

b. One (1) Journeyman Maintenance Foreman with five years' experience of in-field troubleshooting and repairs of electrical/electronic traffic signal equipment. This position shall be responsible for and shall be capable of supervising the bench technician and the maintenance electrician personnel. This position shall be responsible for all field repairs and electrical equipment repairs and decisions. This position is full-time and the individual shall be on duty, in the County of Nassau only. This position shall report to the Project Manager but be equal in making decisions. The Foreman shall be selected from paragraph d below only and shall be included in the five personnel from paragraph d.

c. One (1) Journeyman Electronic Bench Technician with five years' experience in electrical/electronic traffic signal controller and other traffic equipment repairs to work as needed on repairs.

d. Five (5) Journeymen Maintenance Electricians with five years' experience each of in-field troubleshooting and repairs of electrical/electronic traffic signal equipment.

e. One (1) Journeymen Maintenance Electrician with three years' experience of in-field troubleshooting and repairs of electrical/electronic traffic signal equipment.

f. Two (2) Apprentice Journeyman Electricians to be trained in Signal Maintenance and related equipment and topics.

g. Two (2) Journeymen Construction Electricians, available for T & M Work with five years' experience each of in-field construction and modification of electrical/electronic traffic signal equipment. Work may not be available every working day that the County of Nassau is open for business as determined by the Engineer and the following County holidays will be excluded from regular work days for any Journeyman Construction Electrician working on the T & M crew: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, The Friday after Thanksgiving, and Christmas Day, excluding emergency work.

All the above personnel shall be employed at the Contractor's Communication Center and shall be on duty in the County of Nassau only, except as noted in paragraph g.

Each field service Maintenance Journeyman, and Maintenance Foreman shall have video detection monitors/mouse in their vehicles and available at all times as well as each having a Smartphone that has internet and Bluetooth capabilities to be able to access and contact Bluetooth pushbuttons, as well as Bluetooth or other similar technology in speed awareness signs and related equipment and to be in contact with inspectors and other field personnel. The Maintenance Foreman shall also have a Windows Laptop with internet access capable of being used for and with Bluetooth equipment and programming for field equipment. Each Construction journeymen and Foreman regularly assigned to T&M shall also have a video detection monitor/mouse, Windows Laptop with Bluetooth and internet; and Smartphones with internet and Bluetooth capabilities. All of the above personnel shall also have a wireless unlimited data Wi-Fi hotspot provided to them to be able to access the internet from the field locations.

4. A dispatcher shall be employed in the Contractor's Communication Center. The dispatcher shall communicate by telephone and be able to use phone as well as texting capabilities with the Contractor's field personnel or County personnel in the field. The dispatcher shall be on duty at the Contractor's Communication Center as follows:

a. Monday through Friday - 7:00 A.M. to 5:30 P.M.

b. Saturday - 9:00 A.M. to 5:00 P.M.

c. The above schedule excludes New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. If other holidays are added to the Journeyman Maintenance Electricians schedule by I.B.E.W. Local 25, those holidays will be included in this exemption and the County of Nassau shall be notified in writing.

d. When one of the above holidays falls on a Saturday or Sunday, and the Contractor is closed the preceding Friday or following Monday, a dispatcher shall be on duty that Friday or Monday during the hours of 9:00 A.M. and 2:00 P.M. if the County of Nassau is open. Answering service may be employed on the Friday or Monday if the County of Nassau is also closed for business.

e. A dispatcher shall be on duty the Friday following Thanksgiving Day, Christmas Eve and New Year's Eve between the hours of 9:00 A.M. and 2:00 P.M.

f. At all other times, an answering service shall be employed by the Contractor for receipt of calls.

g. The County may request a dispatcher to be on duty in lieu of the answering service when the County encounters an emergency situation. Payment for this service will come under the Time and Material Section, Division II, Section III.

5. The Contractor shall provide field personnel for maintenance as outlined in Items 1, 2, 3, and 4 in the County of Nassau only, including immediate response to calls as follows:

a. Monday 7:00 A.M. through Saturday 8:00 A.M. continuous coverage twenty-four (24) hours a day. A minimum of two (2) Journeymen Maintenance Electricians on duty from 7:00 A.M. to 7:00 P.M. each day Monday through Friday and a minimum of one (1) Journeyman

Maintenance Electrician on duty from 7:00 P.M. to 7:00 A.M., each day starting Monday evening and ending Saturday morning 8:00 A.M.

b. Saturday and Sunday 8:00 A.M. to 4:00 P.M., a minimum of one Journeyman Maintenance Electrician shall be on duty.

c. The above Saturday and Sunday schedule shall apply to the Friday After Thanksgiving Day, Christmas Eve and New Year's Eve.

d. The above schedule excludes New Year's Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. If other holidays are added to/removed from the Journeyman Maintenance Electricians schedule by I.B.E.W. Local 25, those holidays will be included in this exemption and the County of Nassau shall be notified in writing.

e. Stand-by shall be used on the above listed holidays and at all other times that are not in the above schedules. Stand-by will not be considered for fulfillment of the above requirements of paragraphs a, b & c.

f. It will be the Contractor's responsibility to hire adequate personnel to cover the above requirements. There must be a minimum of seven (7) personnel to accomplish this schedule, not including the two apprentices. A work schedule will be forwarded to the Traffic Signal Operations Center every Friday morning indicating the individuals assigned and their scheduled hours for the following week Sunday through Saturday.

6. Manpower Reports

a. On a daily basis, a report shall be transmitted to the Traffic Signal Operations Center before 10:00 A.M. with the name of each employee and what work was performed by said employee for the preceding day. This report shall be furnished for all holidays, Saturdays and Sundays on the next regularly scheduled work day. This report shall be titled the Manpower Report.

b. The Manpower Report shall include the time the employee started his work shift and the time he completed his work shift; the work orders the personnel was responsible for including relamping, and detector

inspection locations, or items for maintenance performed under Items 1, 2, 3 and 4.

c. The normal work day for maintenance men will be considered eight (8) hours each. This report will be for all Dispatchers and Journeymen Maintenance Electricians. The use of Journeymen Maintenance Electricians as a Dispatcher or Painter will not be considered as fulfilling the requirement of seven Journeymen Maintenance Electricians for in-field trouble-shooting.

7. Employees used for Time & Material Work (T & M), painting, and all other work that does not come under Item Nos. 1, 2, 3 & 4 shall not be used to fulfill the minimum manpower requirements.

8. When the minimum manpower requirements are not met on a weekly basis (week to be established and agreed to by the County and the Contractor), a credit will be made to the County. This credit will be at the prevailing wage for the particular employee plus 70 percent supplement as established under the T & M portion of the Contract.

9. This credit will be deducted from Item No. 1 of the Contract on the monthly claim, indicating that the shortage took place. There will be no carry-over from one week to the next. These hours will establish a minimum only. There will be no additional payment by the County for hours in excess of the minimum or additional credit for overtime wages paid. Vacation time, sick leave, and jury duty, used by the employee(s) will not be credited towards the minimum manpower requirements.

T. Routine Maintenance and Inspection Program

1. The Contractor shall perform Routine Maintenance and Inspection of all Traffic Control Devices on a form supplied by the Division. This form shall be known as the "Routine Maintenance, Relamp and Detector Inspection Report." The completed Routine Maintenance, Relamp and Detector Inspection Report shall be submitted as part of the monthly claim. In addition to the form submission, the set of inspections must be copied and transmitted to the County as a PDF computer file.

2. This work shall be performed once every eight (8) months during the Scheduled Group Relamping Program for the life of this contract.

3. This work shall include the checking and inspection of all L.E.D's; inspection, calibration, repair, lubrication, cleaning, adjusting or alignment of the Traffic Control Devices, cleaning of all lenses, reflectors, and L.E.D. modules; inspection of mast arm hangers, span wire hangers and span wire; testing of all conflict monitors; checking and

resetting of the official timing; rotating controller thumbwheels as necessary; vacuuming & cleaning of the inside of the cabinet, and lubrication of the door locks and hinges in accordance with the manufacturer's specifications and the County. L.E.D. modules shall not be relamped as part of this program, but all other maintenance work is to be performed at L.E.D. locations. Any other miscellaneous bulbs shall be replaced.

U. Painting

1. The painting of existing equipment shall be programmed by the Division. The County will furnish the listing of items that are to be painted to the Contractor. All painting will be paid under Division 2, Item 5.

2. Approximately 20 percent of all signalized intersections may be painted each year during the life of this contract.

3. All painting shall be completed within 30 days of the written letter from the Department. Any delay to the painting program, without written permission from the Division, shall be just cause to delay the payment of any claim.

V. Contractor's Vehicles

1. The Contractor shall provide adequate vehicles to perform the work, to include but not limited to, one (1) auger boom capable of setting and handling standard traffic signal poles; four (4) each bucket and/or platform trucks suitable for overhead maintenance and construction, two (2) each bucket trucks suitable for overhead maintenance with a minimum working height of 40'. The Contractor's name shall be displayed on both sides of all motorized equipment. The minimum size of letters shall be three (3) inches.

2. All overhead type vehicles shall have a minimum working height of 30 feet.

3. Two vehicles must be available with a minimum working height of 40 feet.

3. All vehicles used in the performance of work in roadways shall be equipped as specified in the "National Manual on Uniform Traffic Control Devices", and the N.Y.S. Supplement, latest edition.

4. All vehicles and/or service personnel shall be equipped with telephones for communication with the Contractor's Communication Center and County personnel, including internet, texting and Bluetooth capabilities.

5. Each vehicle shall be equipped with proper MPT equipment.

W. Records

1. The Contractor shall be required to keep a neat, accurate and up-to-date record of the types and locations of all equipment within the scope of this contract. These records shall be a format approved by the Division and shall include, but not be limited to the following:

a. Location and number of intersections controlled by signals and other electrically operated traffic control devices.

b. Type and amount of equipment at each intersection, and method of operation.

c. Time, date and details of repairs, replacement, cleaning, etc. by intersection.

d. Timing, offset and program information, by intersection and system.

2. In lieu of the above (a, b & d) records, the Contractor may use the County supplied computer system information on the Contractor's own computer system to store the records of which the information shall be provided by the County.

3. All records shall become the property of Nassau County and be surrendered to the Division upon the termination of the contract. Duplicate records shall be maintained by the Contractor for a minimum of seven years.

X. Work Orders

1. All calls for service shall be recorded on a Work Order.

2. A duplicate copy of the Contractor's completed work orders shall be forwarded to the Division daily by 10:00 A.M., for the preceding day.

3. These work orders shall be in a format approved by the Division and shall include, but not be limited to the following:

a. Location
b. Device Number
c. Contractor's Work Order Number

d. Date and Time Contractor was notified of malfunction, damage or required maintenance.
e. Person making notification or authorizing work and command.
f. Date and time Contractor arrived at scene.
g. Date and time repair was completed
h. What type of malfunction, required maintenance and/or damage was reported.
i. What type of malfunction, required maintenance and/or damage was found, if any.
j. Repair of malfunction, required maintenance and/or damage and how it was serviced, etc.
k. Serviceman's Full Name

4. The Contractor shall input the above information into the County supplied Traffic Signal Maintenance program and then submit the work orders by internet/FTP connection to the County.

5. Consecutive numbered work orders shall be issued by the Contractor.

6. Delinquent work orders shall not be permitted. Delinquent work orders shall be just cause to delay any claim for payment until the completed (delinquent) work order is forwarded to the County.

Y. Intersection Record Card

1. The 5" x 8" intersection record card shall be maintained by the Contractor with the issuance of the "Commence Work Order" for this contract. This record card shall remain at the intersection controller cabinet. Full and completed record cards shall be returned to the County.

2. The record card shall show street address, intersection number, the date any device was installed, the date removed for maintenance, the date reinstalled, and a brief description of all work or inspection performed at intersection, and the initials of the journeyman performing the work.

3. The format for the above record shall be approved by the Division.

Z. Controller Report

A controller report shall be transmitted to the Traffic Signal Construction * Operations Center every morning before 10:00 A.M. This report shall be forwarded on

every normal Nassau County work day excluding Saturday, Sunday, and Nassau County Holidays. This report shall list the locations where equipment has been removed for repair and shall include the following information: Date of Report, Contract #, Contractor's Name, Signal Number, Hamlet, Location, Equipment Removed, Work Order #, Date Removed, Date Returned, and Type of Temporary Equipment Installed. The Contractor shall input this information into the County-supplied Traffic Signal Maintenance program.

AA. Reports

All work performed in accordance with the terms of this specification, shall be tabulated and reported in conjunction with the monthly claim on forms supplied by the Engineer.

AB. Protection of Traffic

1. Where work is being constructed through streets, sidewalks, easements, or other locations normally used by the public, the Contractor shall conduct his work so as to minimize the interference with the safe and direct movement of pedestrian and vehicular travel.

2. The Contractor shall provide all necessary signs, fencing, barricades, and lighting as required by the Engineer and the material and its placement shall conform to the latest edition of the "National Manual of Uniform Traffic Control Devices," & N.Y.S. supplement, and the current edition of the Nassau County Traffic Signal Specifications and Standards (latest edition).

3. When directed by the Engineer, the Contractor shall provide the safe means of crossing-over trenches or obstacles within the work site either by bridging or other suitable structures.

4. Accessibility to fire hydrants, police and fire call boxes, and provision for the ingress and egress of emergency vehicles including police, fire and ambulance in the work site, shall be required at all times.

5. In addition to the appropriate Articles of the Agreement, the following requirements shall be strictly adhered to:

> Across all roadway pavement, no more than ten (10) feet of pavement is to be open at any one time. No construction work will be permitted between 6:30 A.M. and 9:00 A.M. or 4:00 P.M. and 6:30 P.M. Monday through Friday

unless otherwise authorized by the Engineer. During these periods and at all times when work is not in progress, all openings in the roadway shall be covered with pinned steel plates or temporary pavement to safely permit traffic to crossover the excavation.

All work performed under this paragraph shall be at the Contractor's expense and at no additional cost to Nassau County. Failure by the Contractor to perform all work in accordance with this Article shall be just cause to have the work performed by others in accordance with the Agreement.

AC. Wiring Diagrams

All wiring diagrams pertaining to County-owned equipment, originating either with the equipment manufacturer or the Contractor, are the property of the County and shall be forwarded to the Division as work is completed, or if necessary, at the conclusion of this contract.

AD. Underground Facilities

Before performing any work under, over, or near underground facilities, all provisions of Industrial Code Rule #753 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York," effective February 5, 1997 shall be strictly enforced and complied with.

AE. Cleanliness

Upon completion of the work at each location, the Contractor shall remove all remaining material and shall leave the area, which may have been affected by his operation, in a neat and orderly condition.

AF. Cooperation

The Contractor shall respect the rights of, and cooperate as fully as possible with utility companies, other contractors, and all County Departments.

AG. Standards

The Traffic Signal Standard Specifications and Drawings, NCDPW-TED (Latest edition) are made a part of this contract. These may be subject to change during the duration of this contract.

AH. Recourse

This Contract does not imply that the approved Contractor, following the award of this contract, has the exclusive right or legal recourse to the County of Nassau, for any other similar Traffic Signal Maintenance type contract, or any other traffic signal contract which includes the maintenance and/or the installation of traffic signals, lighting equipment and computer installation and maintenance work that may be awarded during the life of this contract.

AI. Electric Service

1. If necessary, the Contractor shall arrange with the Electric Utility Company for flat rate electrical service (unless otherwise specified).

2. The Contractor shall request the electric service in the name of the County, in writing, from the electrical utility company. A copy of this request shall be forwarded to the Engineer.

3. The Contractor shall notify the electric utility company at least two weeks in advance of the time that the installation is complete and ready for electric service. This will provide the utility company with sufficient time to install electric service.

4. All costs for compliance with the above, and other costs necessitated by the utility company to provide for the electric service, shall be borne by the Contractor with no recourse to the County.

AJ. Vandalism

All damage caused by vandalism to equipment maintained under this contract, shall be repaired by the Contractor at no additional expense to the County of Nassau. Payment for vandalism shall be distributed over the items of this contract and included in the bid.

AK. Safety

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

2. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

a. All employees on the work site and all other persons who may be affected thereby.

b. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the job site, under the care, custody or control of the Contractor or any of his subcontractors.

c. Other property at the job site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

4. When the use or storage of hazardous material or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

5. All damage or loss to any property referred to in the above paragraphs, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

6. The Contractor shall designate a responsible member of his organization, under the contract, whose duty shall be the prevention of accidents. This person shall be the Contractor's project manager, unless otherwise designated in writing by the Contractor to the County.

AL. Public Safety

1. The Contractor shall be responsible for making all arrangements with utility companies to secure any required Attachment Agreements in the name of the County.

2. All attachments to utility company poles, when required, shall be in accordance with the owning utility's specifications and subject to the inspection of the utility companies.

3. The Contractor shall protect all property and materials of the utility company and shall be responsible for the repair or replacement of any damaged material or property. In the event that the points of attachment or location of equipment, as indicated on the drawings, interfere with and do not provide the proper clearances with existing utility company attachments, the Engineer in agreement with the utility company owning the pole, will determine the necessary adjustments in heights and location, to eliminate such interference.

4. All necessary protection of utility company lines or cables shall be furnished and installed by the Contractor at the direction of the utility company and in accordance with the utility specifications.

5. All make ready work and other costs for compliance with the above shall be borne by the Contractor with no recourse to the County.

AM. Pre-Emption Equipment

1. At certain County-owned traffic signal installations, there exists pre-emption equipment owned by fire departments. This equipment is connected to the traffic signal equipment under a permit issued by the County. It is the responsibility of the fire department to have the pre-emption equipment maintained, outside the confines of the traffic signal controller cabinet. If a pre-emptor is malfunctioning due to cable or equipment outside of the traffic signal controller cabinet, the Contractor shall disconnect the pre-emptor and notify the fire department by telephone and, if necessary, in writing. A copy of this letter/email shall be forwarded to the County. If the malfunctioning equipment is inside of the County-owned traffic signal controller cabinet, then the Contractor shall be responsible for the maintenance.

2. At certain County-owned traffic signal installations, there exists pre-emption equipment owned by the County, such as at railroad crossings. At these locations, the Contractor shall be responsible for the maintenance of said equipment.

AN. Extension of Contract

The termination date of this contract may be extended by the County with the approval of the Commissioner of Public Works for an additional year from the original two year termination of this contract. Additional extensions may be granted if agreed upon by both Nassau County and the Contractor. The termination date of this Contract may be extended by the County for up to two (2) months from the normal termination of this Contract by the Commissioner of Public Works if a new contract is not in place and the end of this agreement to take over the maintenance of the traffic signals.

AO. Progressions

The County presently has a number of Traffic Signal Progressions that may be supplied to the Contractor to be maintained. The Contractor will check and reinstall, if necessary, said progression every sixty days and when needed, and followed up with a written report furnished to the County.

AP. Power Outages

In the event of a power outage, the Contractor shall notify the utility company and recheck said location every twelve (12) hours, and if needed, a follow-up notice to the utility company, until power is restored.

SECTION 1 - BASIS FOR BIDS

1. Maintenance of Items 1 and 2, described below, shall be paid for on the basis of a unit cost per month, multiplied by the number of months of the contract duration to determine the cost of these items. Items 4, 5 and loop items inclusive, described below, shall be paid for on the basis of a unit cost per unit as ordered by the Division. All items specified by the Department under the terms of Division 2, Section 3 of this specification, shall be paid for under the terms of Section 3.

2. The total cost of carrying out all the provisions of this contract, other than Section 3 of this Division, together with the work described below, shall be deemed fully distributed and included in the unit price bid for the various items.

SECTION 2 - ITEMS TO BE MAINTAINED

ITEM 1

FOUNDATIONS, POLES AND JUNCTION BOXES

1. The work comprises the maintenance of foundations and poles combined (referred to as "pole") and includes the repair or replacement of the pole caps, handhole covers, transformer base covers, bolt covers and tightening of anchor bolt nuts. The splicing of necessary cable and wiring connections between the foundations, pole, and traffic control device, the raking of poles to maintain vertical alignment, the repair or replacement of junction or concrete pullbox frames and covers, and the performance of other work necessary to maintain the foundations, poles, and pullboxes in a safe and proper condition.

2. When pole caps, handhole covers, transformer base covers or bolt covers are missing, vandalized or damaged, they are to be replaced at no additional charge.

3. Included under this item is the removal of any unauthorized sign material or graffiti.

4. The following classes of equipment shall be maintained:

Traffic Control Poles and Foundations

Auxiliary Poles and Foundations
Junction or Concrete Pullboxes
Pedestrian Poles and Foundations

SUPPORTS

1. The work comprises the maintenance of supports and includes the straightening of mast arms; the tightening and adjustment of span wire hardware; adjustment of mast arm hanger hardware; the splicing of necessary cable and wiring connections, hardware, and the performance of any other work necessary to maintain the supports in a safe and proper condition and the traffic signal heads at the proper height.

2. The Contractor shall maintain all County-owned span wires and fittings which are attached to utility company poles.

3. The following classes of supports shall be maintained:

Span Wires
Strut Guy Assemblies
Mast Arms
Aerial Cable Supports

4. The above work shall be performed at no additional cost to Nassau County.

5. The work for the removal or replacement of any worn, damaged span wire hanger, mast arm hanger, threaded nipple or elbow and spans will be repaired under the T & M portion, Division 2, Section 3 of this Contract after being verified by the Division.

ILLUMINATED TRAFFIC CONTROL DEVICES

1. The work comprises the maintenance of illuminated traffic control devices, including lamps and L.E.D.'s, on all types of poles, supports and structures, and includes the cleaning, location of trouble, repair, lubrication, removal, reassembly, reinstallation and straightening of the devices and their components. The splicing of necessary cable and wiring connections and the performance of other work necessary to maintain the devices in a safe and proper condition. The maintenance of pedestrian control devices shall include, in addition to the above work, the replacement and repair of lamps, L.E.D. modules, audible devices, pushbutton LED light, transformers, and all other components of these devices.

2. The following classes of devices shall be maintained:

Illuminated Traffic Control Devices
Pedestrian Control Signal: audible, fiber optic, incandescent or L.E.D.
Internally Illuminated Signs

CONTROLLERS

1. The work comprises the maintenance of traffic signal controllers and all control components of interconnected and non-interconnected systems. Included are the location of trouble, repair, removal, reassembly, and replacement of controllers, and all components; such as conflict monitors, amplifiers, air filters, batteries, flashers, relays, fuses, isolation cards, wiring, and other auxiliary devices; stenciling or restenciling of traffic signal intersection number, together with all other work necessary to maintain the controllers functioning properly at the prescribed operation and timing schedule. All vehicle and pedestrian actuated controllers shall operate at all times as actuated equipment. No recall switches shall be activated unless prescribed by the timing chart or upon written authorization posted in the cabinet, unless damaged beyond the Contractor's control or the corresponding equipment needs to be pulled and repaired. All conflict monitors and/or controllers removed for service, shall have a suitable temporary replacement installed.

2. All equipment shall be lubricated, calibrated and cleaned in accordance with the manufacturer's recommendations, once every eight (8) months as part of the scheduled routine maintenance program. The use of lamps to maintain a desired temperature in the controller cabinet is prohibited.

3. All battery equipped controllers, coordination units, and time clocks shall have the batteries replaced during the second and third month of the contract. Thereafter, the batteries are to be replaced when needed. The removed batteries and a list of where the batteries were changed are to be submitted to the County.

4. Included under this paragraph is the changing of programs on the local master controllers according to seasons or special events as ordered by the Engineer. The Division may order the cycle length, split and offset of any number of controllers to be changed, which shall be considered as part of this item. This would also include changes to time clocks and/or reprogramming controller time settings to comply with the changes to and from E.S.T. and Daylight Savings Time as necessary.

5. The classes and approximate quantities of controllers to be maintained are as follows including cabinets:

Fixed Time Controllers	25
SVA and Full-Actuated Controllers	675
2070 Lite Controller	900*
Local Master Controllers	10
Local Receiver Units	80
Time Base Coordination Unit	60

* This number is expected to increase during the life of this contract.

6. The field telemetry units to be maintained by a contractor, other than this contract. When a field telemetry unit or modem malfunctions, the Traffic Signal Maintenance Contractor shall disconnect the field telemetry unit, adjust any necessary timings or settings, and notify the County of Nassau, Traffic Management Center (TMC), by telephone. This notification shall be accomplished during normal County workdays only.

CABLE

1. The work comprises the maintenance of multi-conductor aerial and underground (in conduit) cable, excluding computer telemetry cable, and includes the location of trouble, inspection, repair, removal, reassembly and reinstallation of multi-conductor cable, and its associated brackets, fittings, and interconnections with controllers, and all other work necessary to maintain this cable in a safe and proper operating condition.

2. The work also includes the removal, relocation, and reinstallation of cable from one pole to another pole as requested by a utility company or municipality. This cost shall be borne by the Contractor at no additional cost to the County. If the required removal, relocation and reinstallation also involves moving a riser assembly from one pole to another pole, then the riser transfer and associated cable transfer will instead be done under the T & M portion, Division 2, Section 3 of this contract after notification to and verification by the Division.

3. All replacement cable furnished under this Contract shall be an exact replacement in all respects, including types of cable construction, conductor size, messenger size, outer jacket and insulation and color. No substitutions of any kind will be permitted without approval of the Engineer.

DETECTORS AND TIMING DEVICES

1. The work comprises the maintenance of time clocks, pushbutton assemblies including audible (tone or voice) & LED lights on pushbuttons, vehicle detectors, vehicle detector amplifiers, AC & DC isolation cards, and computer sensor station amplifiers. The work includes the location of trouble, inspection, repair, removal, reconditioning, replacement, reassembly, and reinstallation of this equipment and their components; the making of necessary cable splices, wiring installations and connections, detector tuning, resealing of loop wire, and the performance of any other work required to maintain this equipment in a safe and proper working order and according to prescribed timing schedules. All equipment shall be lubricated in accordance with manufacturer's recommendations.

In checking for a defective loop, the point of testing shall be at the first splice or in the case where no splice exists, testing to be performed at termination point. Defective loops will be replaced under the T & M portion, Division 2, Section 3 of this contract after verification by the Division, or by other means, other than this contract, as determined by the Engineer.

2. All detector equipment and timing devices shall be cleaned once every eight (8) months as part of the Routine Maintenance Program.

3. Included under this paragraph is the prompt resetting of timing devices as required by changes to or from Eastern Standard and Daylight Savings Time. These changes may be started on the Thursday before the actual time change and must be completed by Monday following the official time change.

4. The following classes of detector and timing devices shall be maintained:
   - Loop Vehicle Detector Amplifiers excluding the loop wire
   - Video Detectors and Amplifiers
   - Pod or puck vehicle Detection and Amplifiers
   - Time Clocks
   - Magnetic Vehicle Detector Amplifiers
   - Magnetic Vehicle Detectors, Single-lane or Multi-lane including Housing or Conduit
   - Special Detectors, as designated by the Division
   - Pushbutton Assemblies, including audio, visual, programming, etc.
   - External Special Timing Units such as Pedestrian Interval Timers, Advance and lagging Green Timers, etc.
   - Magnetometer Vehicle Detectors, including Probe and Aluminum Housing
   - Magnetometer Vehicle Detector Amplifier
   - DC and/or AC Isolation Cards, and latching cards

ITEM 1 - PAYMENT

Payment for this item shall be all inclusive of Item 1 described, including the maintenance of progressions and the vehicle detector inspection program. The basis for payment shall be a unit cost per month for each Traffic Signal intersection under the jurisdiction of the Division and verified by the Number of Units letter.

ITEM 2 - MISCELLANEOUS DEVICES

1. The work comprises the maintenance of miscellaneous devices, including lamps and L.E.D.'s, on all types of poles, supports and structures; and includes the cleaning, lubrication, repair, adjustment, removal, replacement, reinstallation, straightening of the devices and their components, and maintaining device numbers on the cabinets. This work also includes the maintenance of computer sensor stations including loop amplifiers, cabinets, loop sealing, etc, but not the computer cable or other computer equipment in the sensor station cabinet; and computer splice or terminal cabinets but not the computer cable inside these cabinets; the making of necessary cable and wiring splices, but not to computer cable, and the performance of other work necessary to maintain the devices in a safe and proper working condition. Incident cameras and cabinets for the TMC are not included in this contract.

2. The following classes of devices shall be maintained but not limited to:

Flashing Beacons
Counting Stations
Warning Signs
Sensor Stations
Computer Sensor Stations
Speed Awareness Signs
School Speed Awareness Signs
RRFB's (Rectangular Rapid Flashing Beacons)
Computer Splice & Terminal Cabinets
Floodlights
Illuminated Signs

ITEM 2 - PAYMENT

Payment for this Item shall be all inclusive of Item 2 described. The basis for payment shall be a unit cost per month for each Miscellaneous Device location under the jurisdiction of the Division to be maintained.

ITEM 4 - SIGNAL RELAMPING

1. The Contractor shall relamp any traffic signal sections, and miscellaneous device signal sections, including special lamps, that do not include L.E.D.'s. All type pedestrian signals are not included in this section. The Contractor shall furnish lamps which meet the requirements of Institute of Transportation Engineer's Standards for Traffic Signal Lamps, latest revision, and other specifications. Payment for this item shall include all labor and materials incidental to relamping.

1. Some locations have different size & type lamps that need to be replaced during relamping, such as a few remaining incandescent lamp sections. This shall be accomplished at no additional cost to the County other than as specified in Item 4A.

2. The lamps used in this Contract shall be those as manufactured by General Electric, Westinghouse, Durotest, Sylvania or equal approved by the Division.

b. *Group Relamping/Inspection*

1. The Contractor shall inspect all optical sections, including special lamps, at an intersection every eight (8) months, in accordance with a schedule to be furnished by the Division. Intersections which have L.E.D. modules installed shall not have the lamps replaced, however the maintenance of the signal section shall be carried out as described in paragraph 2.

2. Relamping shall include the replacement of the appropriate lamp, excluding L.E.D.'s, the cleaning of the optical reflector and associated lens or the outside of the L.E.D. module with an approved cleaning solution and rag or paper towel. Any damaged or deteriorated parts shall be replaced. Included is the cleaning of the associated controller cabinet by means of vacuuming and lubrication of door lock mechanisms and hinges; and rotation of controller thumbwheels. Included also is the inspection of the traffic signal hanger hardware. All timings shall be checked and restored to specifications as necessary. All signal heights shall be measured and the lowest height recorded.

3. Relamping/Inspection of all optical sections at a particular intersection shall be done within thirty (30) days of the specified date.

4. The Contractor shall bill all optical sections inspected and L.E.D. modules cleaned on the group relamping/inspection list.

c. *Changes*

Changes to the Group Relamping Schedule will be made at the discretion of the Division. The Contractor shall be responsible for modifying the group relamping schedule accordingly.

d. *Emergency Relamping*

When a lamp or L.E.D. outage occurs, the Contractor shall replace the lamp or L.E.D. within the time limits established in Division 1. If all optical sections at this intersection are to be periodically inspected within thirty (30) days of the outage, then all optical sections at the intersection may be inspected, and the periodic relamping inspection shall be considered to have been done at the proper time. In all other instances, only the affected lamp or L.E.D. shall be replaced. There will be no additional payment for spot relamping other than the monthly maintenance payment.

e. *L.E.D. outages*

When an outage occurs at an intersection where there exists L.E.D. modules, the Contractor shall replace the appropriate color L.E.D. module only with a unit supplied by the Contractor. The new units shall be a type approved by Nassau County.

f. *Signal Height*

At the time of each relamping, the height to the bottom of each traffic signal head above the pavement grade, at the center of the roadway, shall be measured. If the bottom of any signal is less than 15', an emergency condition shall exist, and shall be remedied within two (2) hours by the Contractor. Any signal which cannot be raised for any reason to the proper height of 15' 6" or more shall be first reported verbally and afterwards in writing to the Division by the Contractor as soon as the Contractor is aware of such a condition. The Contractor shall explain in detail the reasons why the signal cannot be raised to its proper height.

g. At the time of relamping, the Contractor shall perform the Routine Maintenance and Detector Inspection Program at signalized intersections.

ITEM 4 - PAYMENT

Payment will be made on the basis of the number of optical sections relamped, or L.E.D. modules cleaned at the unit price for the following classes:

1. Item 4A – Optical sections inspected with special lamps replaced and/or cleaning of L.E.D. modules, per module or lamp.

ITEM 5 - PAINTING

1. *Purpose*

The purpose of this specification is to set forth the minimum requirements for painting traffic signal equipment or sign structures.

2. *Basic Requirements - Equipment Included*

All traffic signal equipment shall be painted in accordance with this specification and as ordered by the Department.

3. All paint shall be brush applied and not sprayed.

4. *Sanding and Priming*

All rusted, scraped, blistered, scored or other areas where the paint film has been injured, shall be thoroughly sanded to a smooth bare metal surface. The sanding shall be accomplished by an electric disc sanding machine approved by the Division.

5. All painted or bare metal equipment to be painted shall have applied one (1) coat of multi-pigment primer.

6. The multi-pigment primer shall be in conformance with the "Federal Standard Specifications #TTE-489H, TT-P664 Lead and Chromate Free."

7. *Painting*

a. Metallic poles, mast arms, steel overhead sign structures, slipfitters, cabinets, shaft-mount signal brackets, pedestrian signals and pedestrian signal

brackets - one (1) coat of ready-mixed aluminum paint shall be applied. The aluminum paint shall be in conformance with the "Federal Specification TTE-489-H #QQ-A-250/2."

b. Traffic Signal Head, Pedestrian Pushbutton and Traffic Signal Hardware, except shaft mount signal brackets and pedestrian signal brackets - One (1) coat of Federal Highway Yellow Paint shall be applied. The Federal Highway Yellow Paint shall be in conformance with the "Federal Specification TTE-489D." The color shall be Federal Standard 595A, Color Number 13538 - Federal Highway Yellow, latest revision.

NOTE: Where there exists plastic traffic signal heads, Item 5P shall be substituted for Item 5F and only the hardware shall be painted.

c. The inside of all Traffic Signal Visors shall be painted with one (1) coat of flat black enamel.

d. The intersection traffic signal number shall be stenciled on each side of the controller cabinet with flat black enamel. The number shall be three (3) inches in height, Series C, and painted in a horizontal position.

e. Where no controller cabinet exists at an intersection, the intersection traffic signal number shall be painted on the curb side of the steel poles, in the vertical position.

f. Paint shall be applied only when the air temperature is at or above forty (40) degrees Fahrenheit, and the relative humidity is less than 85%. Paint shall not be applied upon damp surfaces or upon metal containing frost, nor shall it be applied when the air is misty. Paint shall not be applied, when in the judgment of the Department, conditions are such as to produce unsatisfactory results.

8. *Catalog Cuts and Certifications*

a. The Contractor shall provide catalog cuts with descriptions of each type of paint for approval. The manufacturer shall provide a certified report that the paint is in compliance with the specification.

b. Samples for test purposes may be required.

9. *Refurbishing of Signal Section Inventory*

Refurbishing of signal faces from the County Inventory to include the painting of the exterior of each signal section; visor, if included, in two colors;

cleaning of interior of signal sections. Signals to be picked up at Traffic Signal Construction & Operations Center, returned after refurbishing and unloaded at the Signal Operations Center.

10. *Measurement and Payment*

a. Payment for the painting of each item will be made at the unit price named in the contract.

b. The quantity to be paid for under this item will be the number of each item, painted in accordance with the specifications, or as directed by the Department. Signals refurbished will be paid for per section with no distinction between eight or twelve inch.

c. The unit price shall include the cost of furnishing and applying the paint, primer, sanding, all labor, materials, equipment, vehicles, incidentals and tools necessary to complete the work, including pick-up, delivery and unloading of refurbished signals.

ITEM 5 - PAYMENT

The item numbers for painting shall be as follows:

5A - Steel Traffic Signal Pole - *per pole*
5B - Steel Auxiliary Pole – *per Auxiliary Pole*
5C - Steel Post - *per post*
5D - Mast Arm - *per arm*
5E - Mast Arm and Pole - *per pole*
5F - Traffic Signal Head and Hardware including up to 4 Signal Faces, Hanger, Brackets, Backplates, Lawton Hubs, Slipfitters, Nipples - *per traffic signal head*
5G - Pedestrian Signal and Brackets - *per pedestrian signal head*
5H - Control Boxes - *per control box*
5J - Pushbuttons - *per pushbutton*
5L - Traffic Signal Number - *per complete number*
5M - Steel Overhead Sign Structure - *per complete structure*
5N - Refurbish Signal Section - *per section*
5P - Traffic Signal Hardware *(to be used where plastic traffic signal heads are located)* -Top & Bottom Brackets, Hanger, Lawton Hubs, Slipfitters, Nipples & Backplates - *per traffic signal head*

LOOP VEHICLE DETECTORS

ITEM 422LX – Furnish & Install Loop Wire
ITEM 422LSX – Furnish & Install Saw Cut
ITEM 419S-075 – Furnish & Install ¾" Rigid Steel Conduit for Loops

All of the requirements of section 422L, 422LS and 419S-075 of the Nassau County Traffic Signal Specifications & Standard Drawings shall apply with the following changes:

1. All loops 6' x 11' and smaller shall have 3 turns of loop wire installed.

2. All loops 6'x 12' and larger shall have 2 turns of loop wire installed

3. All saw cuts shall be wet cut, unless otherwise approved by the Division.

PAYMENT

Item 422LS - Saw Cut

1. The quantity to be paid for under this item shall be the number of linear feet of saw cut installed in accordance with the intersection drawings, specifications, and orders of the Department.

2. Payment for saw cut shall be made at the unit price per linear foot of saw cut.

3. The unit price shall include the cost of making the saw cut, insulating compound, compressed air, water and all materials, equipment, tools, labor and incidentals necessary to complete the work.

Item 422L - Loop Wire

1. The quantity to be paid for under this item will be number of linear feet of single conductor wire furnished and installed in accordance with the intersection drawings, specifications, and orders of the Department.

2. The unit price shall include the cost of wire, all connections, splices, sealer and all labor, materials and incidentals necessary to complete the installation.

3. Payment for loop wire installed in saw cut shall be made at the unit price per linear foot of wire installed.

Item 419S-075 – ¾" Steel conduit

1. The quantity to be paid for under this item shall be the number of linear feet of steel conduit furnished and installed in accordance with the intersection drawings, specifications and order of the Department.

2. The unit price shall include the cost of the ¾" steel conduit, excavation, cutting, drilling, and all labor, materials, tools and incidentals necessary to complete the installation.

3. Payment for ¾" steel conduit installed shall be made at the unit price per linear foot of conduit installed.

ITEM 6 – Furnish Equipment - As Ordered (force bid)

During the course of this contract $90,000 has been allocated for the purchase of computer & office related equipment which will be selected by the County during the course of the contract period. Details regarding this item can be found in Division 1, Section N - Equipment.

Item 6 – Payment

1. Payments to the Contractor will be strictly on the basis of manufacturer's or supplier's invoices, plus 5% fixed overhead and profit. If the cost of the equipment exceeds the $90,000 allowance, the Contractor will be paid the increased amount based on invoices.

SECTION 3 - TIME AND MATERIAL

Installations, modifications and major repairs shall be performed by the Contractor, as ordered by the Engineer under this section.

INSTALLATIONS

Installations shall include the installation of traffic control devices at a location as so ordered by the Engineer.

MODIFICATIONS

1. Modifications may include, but will not be limited to the following:

   a. Signal sequence changes.
   b. Addition of arrow lens or other optical sections.
   c. Modify controllers for the following changes in operations: Timing, Time clock, pedestrian phase (pushbutton), synchrolizer, flashing, and hand control.
   d. Similar other incidental changes to controllers, signals, traffic control device or floodlight installations.
   e. Major modifications of any electrically operated device due to road construction, public safety requirements, New York State Standards, or immediate need for the device(s).
   f. Detectors.
   g. Interconnection cable and devices.
   h. Repair of traffic counter equipment.
   i. Mark out of traffic and related underground facilities.
   j. Fabrication of controllers and components.

2. All requests for estimates of installations and modifications must be made in writing by the Division. All estimates shall be returned to the Division no later than one (1) week from the date of the request.

3. Upon issuance of a Time and Material Work Order, the actual field construction shall be completed by the Contractor within four (4) weeks, unless otherwise authorized by the Division. Failure to complete the work in the specified time may be just grounds to withhold the monthly claim.

4. The Contractor shall be subject to all the provisions of the Articles in the Agreement of this Contract for any incomplete work and shall be noted accordingly.

MAJOR REPAIRS

1. May include, but not be limited to:

   a. Replacement of damaged steel pole.
   b. Replacement of damaged control box.
   c. Replacement of damaged traffic signal heads
   d. Repair or replacement of damaged span wire
   e. Similar major items.

2. Orders for major repairs will normally be made by the Engineer and will be identified as a major repair when the request for same is made. Confirmation of major repair orders will be made in writing by the Division. However, since most major repairs are of an emergency nature, work shall commence within one (1) hour of the receipt of the report by the Contractor, unless otherwise notified by the Division. Major repairs shall be completed within four (4) weeks of approval unless otherwise authorized by the Division.

EMERGENCY REPAIRS

In the interest of public safety, from time to time, the Commissioner may direct the emergency repair of electrical equipment that may not be directly associated with traffic control work.

RECONDITIONING

1. Various pieces of equipment which are in inventory may be repaired and/or reconditioned by the direction of the Engineer. This order shall be in writing to the Contractor.

2. The provisions of this section shall in no way modify the portions of this Contract concerning the maintenance of equipment as distinct from modifications or major repairs.

PAYMENT - TIME AND MATERIAL

1. Payment for work performed as directed under this section shall be on a Time and Material basis. Claims for payment of material furnished, including material furnished by a subcontractor, shall clearly show material cost and percentage for overhead and profit as submitted on the bid. Material cost times the sum of the overhead and profit percentage plus 100% of the material cost shall equal the total cost of material for this item. Material identified by the County as RM shall be billed at total cost of material/equipment plus a fixed amount of 5%.

2. Claims for the payment of time, including the subcontractor's time shall clearly show the personnel hours and the hourly rates for direct labor cost, and percentage for overhead and profit. Hourly rates of direct labor cost times the sum of the overhead and profit percentage plus 100% of the direct labor cost shall equal the total cost of time. Claims for the payment of equipment used by the subcontractors shall show the actual number of hours worked for each piece of

equipment used on the job. When two or more men are working under T & M, if needed, one man will be designated the foreman. A fixed supplement of three dollars per hour will be granted for the title of Foreman. This supplement shall not change for the duration of this contract; any additional cost will be included in the overhead and profit portion of this item.

3. The hourly equipment rates shall be the daily rates divided by eight (8), as listed in the "Rental Rate Blue Book For Construction Equipment" (Blue Book), published by the Equipment Guide Book Company, or approved equal.

4. The Contractor shall require that payment for any work performed by a subcontractor be verified with an itemized breakdown of material used and its cost, personnel hours, hourly rates of direct labor costs, and equipment type and number of hours used. Additionally, the Contractor shall be allowed 5% of the subcontractor's paid cost of materials, direct labor costs, and equipment costs to cover the Contractor's additional overhead and supervision costs.

5. In computing the 5%, it shall be based solely on the subcontractor's cost of labor, materials, and equipment, exclusive of overhead and profit.

6. The subcontractor's percentage of overhead and profit shall be no more than the Contractor's percentage for overhead and profit less 5%.

SECTION 4 - MATERIALS AND INSTALLATION

1. All materials furnished by the Contractor shall be new and of excellent quality acceptable to the Engineer. The Division may require the submission of samples for approval. All such materials used in modifications and major repairs shall be the same as that which is replaced, or better. The Contractor shall specify, in writing when required, to the Engineer, the manufacturer's name, model, quantity, etc., of the materials he intends to use. All materials supplied shall be guaranteed by the Contractor for a minimum period of one (1) year.

2. Any signal equipment and material found defective shall be replaced by the Contractor. Costs shall be borne by the Contractor for material replacement and labor.

3. All materials and installation methods shall meet the applicable Traffic Signal Standard Specifications and Drawings. These specifications and standards may be changed from time to time during the life of this contract, and the latest revision shall govern.

4. Concrete shall meet the latest revisions of the Department's Specifications for Cement and Aggregates.

5. The Contractor shall trim trees and shrubs as required by the Division. Payment shall be distributed among the various items of the Contract.

6. It is the Contractor's responsibility to ensure proper signal visibility. Indications shall be clearly visible to those drivers they are intended to control for a distance of 500 feet, unless physically obstructed. Physically obstructed does not include the tree limbs. Tree and brush trimming may also be required to access the controller cabinets as well as be cleared from in front of pedestrian signals and pushbuttons or other related equipment.

Section 5 – Health & Safety Plan

The County will have the Contractor's and Subcontractor's site-specific safety plan on file PRIOR to the start of any work. The Contractor shall have at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations, whose responsibility it will be to monitor methods and procedures. This person will attend the pre-construction meeting, and will review all safety plans and procedures the Contractor will employ during the work. The prime contractor must submit to the County the Health & Safety Plan for review and approval. Any subcontractor's must sign-on to the Contractor's health & safety plan or submit their own for approval. The Contractor will conduct weekly safety meetings, tool-box meetings and submit the sign-in sheets to the County on a monthly basis.